MICROFILM

START OF ROLL

ROLL NO.

121

Construction Contracts

Begins # 6519

#6519 continues from reel 120

I-5-2(42) Glendale Jct.-Coyote Cr. Sec., 1964
76 Pacific Hwy. (Grad., Pav.,
#6519 Struct. & Sign.) [redacted]

Agreements
C & A 2784

TIMBER CONSERVING BY WOOD PRESERVING

CREOSOTE - PENTACHLOROPHENOL - OPEN TANK AND PRESSURE TREATMENT

SALES OFFICE, TREATING PLANT AND YARD AT TACOMA, WASH.

CASCADE POLE COMPANY

Western Red Cedar – Douglas Fir

POLES / POSTS / PILING

Telephone: FUlton 3-4477

P. O. Box 1622 PORT OF TACOMA ROAD

TACOMA, WASHINGTON 98401

SHIPMENTS BY RAIL, WATER OR TRUCK

June 3, 1966

Mr. Floyd Query, Secretary
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Query:

Our company hereby files lien for treated guard rail posts furnished on Roy L. Houck Sons' Corporation, Contract No. 6519 described as follows:

Contract No. 6519 - Grading, paving, signing and structure on the Glendale Junction-Coyote Creek Section of the Pacific Highway in Josephine and Douglas Counties.
Surety: General Insurance Co. of America
Agent: Huggins Insurance Agency
Estimat ed completion date: 9-30-66 (70% completed)

Notice is hereby given that the undersigned, Cascade Pole Company, has a claim for treated guard rail posts furnished to Olympic Fence Co. for use on Roy L. Houck Sons' Corporation, Contract #6519 in the sum of $2,041.25 against the bond taken from General Insurance Co. of America (Agent: Huggins Insurance Agency) for the treated wood guard rail posts.

Yours very truly,

CASCADE POLE COMPANY

G. R. McConnaughey

GRM:gb

RECEIVED
JUN 6 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 23 1966
FOR FILING
I-5-2(42)76
6519

May 23, 1966

Cascade Pole Company
P. O. Box 1622
Tacoma, Washington 98401

Attention: Mr. G. R. McConnaughey

Gentlemen:

This is to acknowledge receipt of your letter of May 16 stating that Olympic Fence Company owes you for guardrail posts (amount not stated) on Roy L. Houck Sons' Corporation, Contract Nos. 6518 and 6519. The descriptions of these two contracts are as follows:

Contract No. 6518 - Grading, paving, and signing on the Bear Gulch-Canyon Creek Pass Section of the Pacific Highway in Douglas County.
Surety: General Insurance Co. of America
Agent: Huggins Insurance Agency
Estimated completion date: 9-30-66 (70% completed)

Contract No. 6519 - Grading, paving, signing and structure on the Glendale Junction-Coyote Creek Section of the Pacific Highway in Josephine and Douglas Counties.
Surety: General Insurance Co. of America
Agent: Huggins Insurance Agency
Estimated completion date: 9-30-66 (70% completed)

The sureties on these contracts furnished the performance bonds to assure completion of the contracts and payment of all bills incurred in them. If you wish to protect your claim under the bonds, the claim should be filed with the Secretary of State within six months after the contracts have been accepted by the State Highway Commission.

Attached are excerpts from the Oregon laws outlining the filing procedures.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

CWH:gc

TIMBER CONSERVING BY WOOD PRESERVING

CREOSOTE - PENTACHLOROPHENOL - OPEN TANK AND PRESSURE TREATMENT

CASCADE POLE COMPANY

Western Red Cedar – Douglas Fir

POLES • POSTS • PILING

Telephone: FUlton 3-4477

P. O. Box 1622 PORT OF TACOMA ROAD

TACOMA, WASHINGTON 98401

SALES OFFICE, TREATING PLANT AND YARD AT TACOMA, WASH.

SHIPMENTS BY RAIL, WATER OR TRUCK

May 16, 1966

State of Oregon Highway Department
Accounting Department
Salem, Oregon

Gentlemen:

Our company has supplied guard rail posts on Oregon State Contract 6519 (Glendale Junction to Coyote Creek) and Contract 6518 (Bear Gulch to Canyon Creek).

The posts were sold to Olympic Fence Company, 1615 Prospect, Olympia, Washington, who installed them for Roy L. Houck Son's Corp. P. O. Box 671, Salem, Oregon.

The posts were delivered in November 1965, and payment has not been made so we are in the position of considering a lien against these two contracts. Please notify us when the estimated completion date is covering both contracts.

We would appreciate receiving eight copies of Oregon State lien forms with your reply. Thank you for your help.

Yours very truly,

CASCADE POLE COMPANY

G. R. McConnaughey

G. R. McConnaughey

GRM:gb

Cc
Please reply

Form E-108—5M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
JUL 30 1965
ME Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Glendale Junction - Coyote Creek Section Date May 4, 1966

Highway Pacific Contract No. 6519

County Douglas and Josephine Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation F. A. Project No. I-5-2(42)76

Address P.O. Box 671, Salem, Oregon Order No. 8-Supplemental #3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Slide correction: remove unstable material from cut slopes and inlay with block rock at locations as directed by the engineer.

Location by station numbers:

Throughout project: 407+97.55 through equation 714+61.46 P.T. Bk. = 209+77.09 P.O.T. Ah. to 224+00.

Estimate of quantities and cost:

Previous Authorization		$ 140,250.00
Additional Requested:		
Labor		11,920.00
Equipment		28,490.00
Total		$ 180,660.00
Net increase in cost		$ 40,410.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work made necessary by the pop-out sliding within cut slopes throughout the project. All work performed under this order shall be in accordance with the "Contract Special Provisions" and the "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". Maximum equipment rental rates will be in accordance with the current A.G.C. and State agreement.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 5,257,696.44
Present estimate of project cost, including $ 40,410.00 for work under this order	$ 5,345,506.64
Expected ~~XXXXXXX~~ over-run amount	$ 87,810.20
Expected ~~XXXXXXX~~ over-run per cent	1.7

Space to right of this line for use of Salem Office

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Jay B. Boyd, Asst. Division Engineer

Approved: /s/ L. H. Young ~~XXXXXXXXXXXXXXXXXXXX~~, Office Engineer.

SP*6291-734

Young 8-13-66

RECEIVED
APR 21 1966
FOR FILING
I-5-2(42)76

Form CD-121 (11-65) (Prec. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Klabon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: April 19, 1966

In reply refer to: 08-35.DB-1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

SUBJECT: Glendale Jct.-Coyote Creek Section
Oregon Project I-5-2(42)76
State Force Order No. 7
Total estimated amount of the Order - $9,000.00
Federal participation - $8,100.00

Reference is made to your letter dated April 18, 1966 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

REFERRED TO
George Wlencl.
Dy. Asst. State Hwy. Engr.
4-21-66

RECEIVED
APR 20 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

Form A-105—SM

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
APR 13 1966 W B Martin
Dist. Engineer
U.S. Bureau of Public Roads

Order No. 7

Project Name Glendale Junction-Coyote Creek Date April 5, 1966

Highway Pacific Contract No. 6519 F. A. Project No. I-5-2(42)76

County Douglas & Josephine Prefix 617-1063 Account No. 234-7

Description of Work To Be Done: J.A.H.

Install Horizontal Drains

Location by Station Numbers:

Throughout the project as needed.

Estimate of Quantities and Costs:

Lump Sum Estimate

Labor	$3,500.00
Equipment	3,500.00
Materials	2,000.00
	$9,000.00

Explanation: Work is required to drain underground water from cut slopes that show seepage. To be performed by State Forces. This work is not provided for in original project authorization.

The contractor is not equipped to perform this type of work. Anticipated starting date is June 18, 1966.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$5257,696.44	
Present estimate of project cost, including $9,000.00 for work under this order	$5282,274.88	
Expected over-run (amount)	$24,578.44	
Expected over-run (per cent)	0.5	

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved: /s/ L. H. Young, Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

State Force is not involved

STATE COPY

Form A-186—52M

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement
NOV 8 1965 D.E. Martin
G. 1-Dist. Engineer
U.S. Bureau of Public Roads

Order No. 6

Project Name Glendale Junction-Coyote Creek Date February 22, 1966

Highway Pacific Contract No. 6519 F. A. Project No. I-5-2(42)76

County Josephine Prefix 617-1063 Account No. 210-6

Description of Work To Be Done:

Furnish steel piling for foundation abutment No. 1, Speaker Road O'xing

Location by Station Numbers:

Abutment No. 1 Speaker Road Overcrossing

Estimate of Quantities and Costs:

10 BP 42 Piling - pieces in excess of 20'	542'	@ $4.00/ft. =	$2,168.00
pieces less than 20'	44'	- No Charge	
Total	586'		$2,168.00

Explanation: Foundation material encountered in excavating was unsuitable. Footing design was changed from spread to pile supported. Piling was furnished by the State to prevent delays in the work.
Credit Holding Account No. 7793

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$5,257,696.44
Present estimate of project cost, including $2,168.00 for work under this order	$5,257,696.44
Expected under-run over-run (amount)	$ 0.00
Expected under-run over-run (per cent)	0%

Space to right of this line is for use of Salem Office

Submitted by: /s/ Allen C. Harwood Resident Engineer
/s/ James E. Chaney

Approval Recommended: /s/ F. D. Morgan Construction Engineer or ~~Office Engineer~~

Approval Recommended: /s/ John Quiner II Division Engineer
Asst.

Approved: /s/ L. H. Young ~~Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.~~

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

Paid 7-20-66

RECEIVED
FEB 16 1968
FOR FILING

Oregon State Highway Department

Federal Aid
Project No. I-5-2(42)76

6519

GLENDALE JCT.--COYOTE CREEK SECTION OF THE

PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised Estimate to accompany plans and specifications. Not as a basis for project agreement).

Salem, Oregon, November 19, 1964

Type Code 6201
Roadway (Sta. Ln 417+00 through Equa. 714+61.46 = 209+77.09 to Sta. 215+50)

Clearing and Grubbing	All Required		$ 125,000.00
Ditch Excavation, Unclassified	4,300 cu.yds.	$ 2.50	10,750.00
General Excavation, Unclassified	2,900,000 cu.yds.	0.70	2,030,000.00
Embankment Foundation Excavation, Unclassified	49,000 cu.yds.	0.80	39,200.00
Overhaul	305,000 C-yd.sta.	0.45	137,250.00
Extra for Selected Subgrade Material	269,000 cu.yds.	0.20	53,800.00
Extra for Selected Rock Slope Protection Material	6,800 cu.yds.	0.60	4,080.00
Finishing Roadbed and Slopes	All Required		8,500.00
Rounding Cutbanks	12,000 lin.ft.	0.20	2,400.00
Trench Excavation	7,200 cu.yds.	3.00	21,600.00
Special Backfill in Drains	1,300 cu.yds.	6.00	7,800.00
Furnishing and Placing Topsoil	20,500 cu.yds.	2.00	41,000.00
Watering	10,000 M-gal.	3.00	30,000.00
Obliteration of Roadway	19 stations	25.00	475.00
3/4" - 0 Material in Stone Leveling Course	23,000 tons	1.35	31,050.00
3/4" - 0 Aggregate in Prime Coat	1,150 cu.yds.	4.00	4,600.00
MC-250 Asphalt in Prime Coat	170 tons	50.00	8,500.00
RS-1 Asphalt in Tack Coat	24 tons	55.00	1,320.00
Plant-Mix Stone Base	224,000 tons	1.25	280,000.00
Detour Surfacing	3,000 lin.ft.	5.00	15,000.00
Bituminous Base Mixture	34,000 tons	3.25	110,500.00
Asphalt in Bituminous Base Mixture	1,600 tons	36.00	57,600.00
Class "F" Asphalt Concrete Mixture	60,000 tons	3.50	210,000.00
Asphalt Cement in Mixture	3,300 tons	36.00	118,800.00
Class "A" Concrete in Box Culvert	450 cu.yds.	60.00	27,000.00
Reinforcement in Box Culvert	70,000 lbs.	0.15	10,500.00
Loose Riprap	8,500 cu.yds.	3.00	25,500.00
12-inch Culvert Pipe	400 lin.ft.	3.75	1,500.00
15-inch Culvert Pipe	1,820 lin.ft.	4.25	7,735.00
18-inch Culvert Pipe	4,200 lin.ft.	5.00	21,000.00
24-inch Culvert Pipe	970 lin.ft.	8.00	7,760.00
36-inch Culvert Pipe	420 lin.ft.	14.50	6,090.00
48-inch Culvert Pipe	1,100 lin.ft.	25.00	27,500.00
6-inch Drain Pipe	2,300 lin.ft.	2.00	4,600.00
8-inch Drain Pipe	6,400 lin.ft.	2.50	16,000.00

10-inch Drain Pipe	64 lin.ft.	$ 3.00	$ 192.00
12-inch Drain Pipe	860 lin.ft.	3.75	3,225.00
Salvage and Relaying Pipe	75 lin.ft.	1.50	112.50
15-inch Culvert End Sections	10 only	35.00	350.00
18-inch Culvert End Sections	25 only	40.00	1,000.00
24-inch Culvert End Sections	2 only	55.00	110.00
36-inch Culvert End Sections	2 only	135.00	270.00
48-inch Culvert End Sections	2 only	250.00	500.00
Concrete Manholes	1 only	350.00	350.00
Concrete Inlets, Type G-1	9 only	100.00	900.00
Concrete Inlets, Type G-2M	35 only	100.00	3,500.00
Corrugated Metal Catch Inlets	7 only	125.00	875.00
Concrete Junction Boxes	10 only	400.00	4,000.00
Extra for A.C. Concrete Approaches	14 only	35.00	490.00
A.C. Concrete Curbs	7,000 lin.ft.	1.00	7,000.00
A.C. Concrete Traffic Markers	90 lin.ft.	1.00	90.00
Guide Posts, Y-1	300 only	7.00	2,100.00
Guide Posts, Y-2 and Y-3	325 only	7.50	2,437.50
Guard Rail	55,800 lin.ft.	2.50	139,500.00
Median Barrier	6,400 lin.ft.	3.75	24,000.00
Type 2 Barricade	1,700 lin.ft.	3.50	5,950.00
Rail End Pieces	110 only	5.00	550.00
Guard Rail Blocks	6,300 only	1.50	9,450.00
Portable Barricade	15 only	75.00	1,125.00
Salvaging Guard Rail	5,400 lin.ft.	0.75	4,050.00
Salvaging Type 2 Barricade	3,100 lin.ft.	0.75	2,325.00
Guard Rail-Salvaged Guard Rail	2,340 lin.ft.	0.75	1,755.00
Guard Rail-Salvaged Type 2 Barricade	3,100 lin.ft.	0.50	1,550.00
Type 2 Barricade-Salvaged Type 2 Barricade	940 lin.ft.	1.25	1,175.00
Type 2 Fence	4,350 rods	7.50	32,625.00
16' Type 2 Single Gates	12 only	100.00	1,200.00
Roadside Seeding	79 acres	150.00	11,850.00
Roadside Mulching	79 acres	250.00	19,750.00
Grass Seed, Creeping Red Fescue	869 lbs.	1.00	869.00
Grass Seed, Chewings Fescue	632 lbs.	1.00	632.00
Grass Seed, Perennial Ryegrass	237 lbs.	1.00	237.00
Grass Seed, Newport Bluegrass	395 lbs.	1.00	395.00
Dutch White Clover	237 lbs.	1.00	237.00
Inorganic Fertilizer, 10-16-0	316 cwt.	6.00	1,896.00
Furnishing and Placing Jute Matting	960 sq.yds.	0.50	480.00
Signing			
Removal of Existing Sign Installation	All Required		250.00
Sign Support Footing	All Required		2,400.00
Pipe Sign Posts	All Required		750.00
Single Sign Supports	All Required		6,725.00
Double Sign Supports	All Required		1,100.00
Structure Mounts	All Required		50.00

Painted Wood Sign Posts	All Required			$ 6,150.00
Type "A" and "B" Signs in Place	1,827 sq.ft.	$ 6.70		12,240.90
Type "C", "D", "E" and "T" Signs in Place	1,175 sq.ft.	3.65		4,288.75
Type "F", "P", "G" and "H" Signs in Place	263 sq.ft.	3.80		999.40
Type "P" and "Q" Signs in Place	49 sq.ft.	5.00		245.00
				$3,828,712.05
Flagging (57½ of Contractor's Cost)	All Required			$ 20,000.00
Slide Removal	All Required			100,000.00
Moving State Buildings	All Required			2,000.00
				$ 122,000.00
Utilities				
Work by Pacific Power and Light Co.	All Required			$ 13,000.00
Work by California Pacific Utility Co.	All Required			1,200.00
Work by Pacific Northwest Bell Co.	All Required			14,000.00
				$ 28,200.00
	Subtotal			$3,978,912.05
	10% Engr. & Cont.			397,890.95
	Total			$4,376,803.00

Type Code X781
Glendale Interchange (Br. #9352 & 9352A)(Sta. Ln 450+77 to Sta. 453+14)

Shoring, Cribbing, etc.	All Required (35%)			$ 8,400.00
Structural Excavation	1,230 cu.yds.	$ 6.00		7,380.00
Structural Excavation Below Elevation Shown	120 cu.yds.	10.00		1,200.00
Class "A" Concrete (1,196 cu.yds. $85.00)	All Required (35%)			101,830.00
55'-60' Type 3 Prestressed Beams	13 only	1,200.00		15,600.00
70'-75' Type 3 Prestressed Beams	14 only	1,500.00		21,000.00
78'-80' Type 3 Prestressed Beams	7 only	1,600.00		11,200.00
80'-85' Type 3 Prestressed Beams	8 only	1,700.00		13,600.00
Metal Reinforcement (216,400 lbs. $0.14)	All Required (31%)			30,296.00
Metal Parapet Railing	833 lin.ft.	6.00		4,998.00
8-inch Metal Drain Pipe	160 lin.ft.	4.00		640.00
				$ 216,144.00

Type Code X781
Spokane Road Pacing (Br. #9334)(Sta. Ln 592+35.44)

Shoring, Cribbing, etc.	All Required (15%)			$ 3,600.00
Structural Excavation	600 cu.yds.	$ 6.00		3,600.00
Structural Excavation Below Elevation Shown	60 cu.yds.	10.00		600.00
Furnish 10 BP 42 Steel Piling	300 lin.ft.	5.00		1,500.00
Drive Steel Piles	12 only	80.00		960.00

Splice Steel Piles	3 only	$ 40.00	$ 120.00
Class "A" Concrete (503 cu.yds. $85.00)	All Required (15%)		42,755.00
50'-55' Type 4 Prestressed Beams	4 only	1,300.00	5,200.00
55'-60' Type 4 Prestressed Beams	4 only	1,400.00	5,600.00
90'-95' Type 4 Prestressed Beams	8 only	2,200.00	17,600.00
Preparation of Slopes	350 sq.yds.	2.00	700.00
Concrete Slab Riprap	350 sq.yds.	8.00	2,800.00
Metal Reinforcement (96,000 lbs. $0.14)	All Required (15%)		13,440.00
Metal Parapet Railing	590 lin.ft.	6.00	3,540.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
6-inch Standard Steel Pipe	30 lin.ft.	18.00	540.00
			$ 102,875.00

Type Code K401
N. Wolf Creek Bridge (Br. #9337)(Sta. 671+38 to Sta. 674+11)

Shoring, Cribbing, Etc.	All Required (25%)		$ 6,000.00
Structural Excavation	920 cu.yds.	$ 6.00	5,520.00
Structural Excavation Below Elevation Shown	90 cu.yds.	10.00	900.00
Class "A" Concrete (1,045 cu.yds. $85.00)	All Required (30%)		88,825.00
35'-40' Type 3 Prestressed Beams	10 only	800.00	8,000.00
55'-60' Type 3 Prestressed Beams	10 only	1,200.00	12,000.00
70'-75' Type 3 Prestressed Beams	20 only	1,500.00	30,000.00
Metal Reinforcement (174,000 lbs. $0.14)	All Required (24%)		24,360.00
Metal Parapet Railing	480 lin.ft.	6.00	2,880.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
6-inch Standard Steel Pipe	220 lin.ft.	18.00	3,960.00
			$ 182,765.00

Type Code K281
S. Wolf Creek Overhead (Br. #9339)(Sta. 701+34 to Sta. 703+23)

Shoring, Cribbing, etc.	All Required (25%)		$ 6,000.00
Structural Excavation	950 cu.yds.	$ 6.00	5,700.00
Structural Excavation Below Elevation Shown	100 cu.yds.	10.00	1,000.00
Furnish 10 BP 42 Steel Piling	880 lin.ft.	5.00	4,400.00
Drive Steel Piles	22 only	80.00	1,760.00
Splice Steel Piles	5 only	40.00	200.00
Class "A" Concrete (713 cu.yds. $85.00)	All Required (20%)		60,605.00
55'-60' Type 3 Prestressed Beams	11 only	1,200.00	13,200.00
60'-65' Type 3 Prestressed Beams	9 only	1,300.00	11,700.00
65'-70' Type 3 Prestressed Beams	7 only	1,400.00	9,800.00
70'-75' Type 3 Prestressed Beams	3 only	1,500.00	4,500.00
Metal Reinforcement (202,000 lbs. $0.14)	All Required (30%)		28,280.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
6-inch Standard Steel Pipe	50 lin.ft.	18.00	900.00
			$ 148,365.00

Type Code X020
Wolf Creek Bridge (Br. #9335)(Sta. Lⁿ 613+00)(FR. 611+95 to 613+10)

Shoring, Cribbing, Etc.	All Required (45%)		$ 4,500.00
Structural Excavation	200 cu.yds.	$ 6.00	1,200.00
Structural Excavation Below Elevation Shown	20 cu.yds.	10.00	200.00
Class "A" Concrete (316 cu.yds. $85.00)	All Required (49%)		26,860.00
Metal Reinforcement (73,700 lbs. $0.14)	All Required (49%)		10,318.00
8-inch Metal Drain Pipe	50 lin.ft.	4.00	200.00
			$ 43,278.00

Type Code X020
Wolf Creek Bridge (Br. #9336)(Sta. 667+50)(FR. 664+12.75 to FR. 665+27.75)

Shoring, Cribbing, Etc.	All Required (55%)		$ 5,500.00
Structural Excavation	250 cu.yds.	$ 6.00	1,500.00
Structural Excavation Below Elevation Shown	30 cu.yds.	10.00	300.00
Class "A" Concrete (323 cu.yds. $85.00)	All Required (51%)		27,455.00
Metal Reinforcement (73,400 lbs. $0.14)	All Required (51%)		10,556.00
8-inch Metal Drain Pipe	30 lin.ft.	4.00	120.00
			$ 45,431.00

Type Code X023
Coyote Cr. Bridge (Br. #6530A)(Sta. 214+29 to Sta. 214+71)

Shoring, Cribbing, Etc.	All Required (65%)		$ 3,900.00
Structural Excavation	400 cu.yds.	$ 6.00	2,400.00
Structural Excavation Below Elevation Shown	40 cu.yds.	10.00	400.00
Class "A" Concrete (589 cu.yds. $85.00)	All Required (75%)		50,065.00
Metal Reinforcement (134,000 lbs. $0.14)	All Required (75%)		18,760.00
			$ 75,525.00

Type Code X023
Coyote Cr. Bridge (Br. #9338)(Sta. 701+00)(FR. 700+00 to 700+30)

Shoring, Cribbing, Etc.	All Required (35%)		$ 2,100.00
Structural Excavation	200 cu.yds.	$ 6.00	1,200.00
Structural Excavation Below Elevation Shown	20 cu.yds.	10.00	200.00
Class "A" Concrete (200 cu.yds. $85.00)	All Required (25%)		17,000.00
Metal Reinforcement (45,500 lbs. $0.14)	All Required (25%)		6,370.00
			$ 26,870.00

Subtotal	$ 841,253.00
10% Engr. & Cont.	84,125.00
Total	$ 925,378.00

Length of Roadway	5.605 Miles
Length of 8 Structures.	0.140 Mile
Total Length	5.745 Miles
Cost of Roadway per Mile.	$780,874.75

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$4,376,803.00	$4,036,000.00	$ 340,803.00
Structure	925,378.00	853,000.00	72,378.00
	$5,302,181.00	$4,889,000.00	$ 413,181.00

GLENDALE JCT.-COYOTE CR. SECTION

PROJECT NO. I-5-2(42)76

PRESTRESSED BEAM QUANTITIES

35'/40' Type 3

Overhead			$ 150.00
Class "AA" Concrete	5.6 cu.yd.	$70.00	392.00
Metal Reinforcement	660 lb.	0.14	92.40
Prestress Wire	230 lb.	0.50	115.00
			$ 749 40

55'/60' Type 3

Overhead			$ 150.00
Class "AA" Concrete	8.7 cu.yd.	$65.00	565 50
Metal Reinforcement	1,030 lb.	0.14	144.20
Prestress Wire	730 lb.	0.40	292.00
			$1,151.70

60'/65' Type 3

Overhead			$ 150.00
Class "AA" Concrete	9.2 cu.yd.	$65.00	598 00
Metal Reinforcement	1,050 lb.	0.14	147.00
Prestress Wire	900 lb.	0.40	360.00
			$1,255.00

65'/70' Type 3

Overhead			$ 150.00
Class "AA" Concrete	10.3 cu.yd.	$65.00	669.50
Metal Reinforcement	1,070 lb.	0.14	149.80
Prestress Wire	1,060 lb.	0.40	424.00
			$1,393.30

70'/75' Type 3

Overhead			$ 150.00
Class "AA" Concrete	10.9 cu.yd.	$65.00	708.50
Metal Reinforcement	1,110 lb.	0.14	155 40
Prestress Wire	1,230 lb.	0.40	492.00
			$1,505.90

75'/80' Type 3

Overhead			$ 150.00
Class "AA" Concrete	11.8 cu.yd.	$65.00	767.00
Metal Reinforcement	1,120 lb.	0.14	156.80
Prestress Wire	1,330 lb.	0.40	532.00
			$1,605.80

80'/85' Type 3

Overhead			$ 150.00
Class "AA" Concrete	12.1 cu.yd.	$65.00	786.50
Metal Reinforcement	1,130 lb.	0.14	158.20
Prestress Wire	1,450 lb.	0.40	580.00
			$1,674.70

50'/55' Type 4

Overhead			$ 150.00
Class "AA" Concrete	11.7 cu.yd.	$65.00	760.50
Metal Reinforcement	990 lb.	0.14	138.60
Prestress Wire	590 lb.	0.40	236.00
			$1,285.10

55'/60' Type 4

Overhead			$ 150.00
Class "AA" Concrete	12.3 cu.yd.	$65.00	799.50
Metal Reinforcement	1,020 lb.	0.14	142.80
Prestress Wire	620 lb.	0.40	248.00
			$1,340.30

90'/95' Type 4

Overhead			$ 150.00
Class "AA" Concrete	19.7 cu.yd.	$60.00	1,182.00
Metal Reinforcement	1,380 lb.	0.14	193.20
Prestress Wire	1,900 lb.	0.40	760.00
			$2,285.20

Oregon State Highway Department

Federal Aid
Project No. I5-2(42)76

GLENDALE JCT.-COYOTE CREEK SECTION OF THE
PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 10, 1964

Type Code 6201
Roadway (Sta. LF 417+00 thru Equa. 714+61.46=209+77.09 to Sta. 215+50)

Clearing and Grubbing	All Required		$ 125,000.00
Ditch Excavation, Unclassified	4,300 cu.yd.	$ 2.50	10,750.00
General Excavation, Unclassified	2,900,000 cu.yd.	0.70	2,030,000.00
Embankment Foundation Excavation, Unclassified	49,000 cu.yd.	0.80	39,200.00
Overhaul	305,000 C-yd.sta.	0.45	137,250.00
Extra for Selected Subgrade Material	269,000 cu.yd.	0.20	53,800.00
Extra for Selected Rock Slope Protection Material	6,800 cu.yd.	0.60	4,080.00
Finishing Roadbed and Slopes	All Required		8,500.00
Rounding Cutbanks	12,000 lin.ft.	0.20	2,400.00
Trench Excavation	7,200 cu.yd.	3.00	21,600.00
Special Backfill in Drains	1,300 cu.yd.	6.00	7,800.00
Watering	10,000 M-gal.	3.00	30,000.00
Obliteration of Roadway	19.00 sta	25.00	475.00
3/4"-0 Material in Stone Leveling Course	68,500 ton	1.35	92,475.00
3/4"-0 Aggregate in Prime Coat	1,150 cu.yd.	4.00	4,600.00
MC-250 Asphalt in Prime Coat	170 ton	50.00	8,500.00
RS-1 Asphalt in Tack Coat	24 ton	55.00	1,320.00
Plant Mix Stone Base	224,000 ton	1.25	280,000.00
Detour Surfacing	3,000 lin.ft.	5.00	15,000.00
Bituminous Base Mixture	34,000 ton	3.25	110,500.00
Asphalt in Bituminous Base Mixture	1,600 ton	36.00	57,600.00
Class "B" Asphalt Concrete Mixture	60,000 ton	3.50	210,000.00
Asphalt Cement in Mixture	3,300 ton	36.00	118,800.00
Class "A" Concrete in Box Culvert	450 cu.yd.	60.00	27,000.00
Reinforcement in Box Culvert	70,000 lbs.	0.15	10,500.00
Loose Riprap	8,500 cu.yd.	3.00	25,500.00
12-inch Culvert Pipe	400 lin.ft.	3.75	1,500.00
15-inch Culvert Pipe	1,820 lin.ft.	4.25	7,735.00
18-inch Culvert Pipe	4,200 lin.ft.	5.00	21,000.00
24-inch Culvert Pipe	770 lin.ft.	8.00	7,760.00
36-inch Culvert Pipe	420 lin.ft.	14.50	6,090.00
48-inch Culvert Pipe	1,100 lin.ft.	25.00	27,500.00
6-inch Drain Pipe	2,300 lin.ft.	2.00	4,600.00
8-inch Drain Pipe	6,400 lin.ft.	2.50	16,000.00
10-inch Drain Pipe	64 lin.ft.	3.00	192.00
12-inch Drain Pipe	860 lin.ft.	3.75	3,225.00
Salvage and Relaying Pipe	75 lin.ft.	1.50	112.50
15-inch Culvert End Sections	10 only	35.00	350.00
18-inch Culvert End Sections	25 only	40.00	1,000.00
24-inch Culvert End Sections	2 only	55.00	110.00
36-inch Culvert End Sections	2 only	135.00	270.00

48-inch Culvert End Sections	2	only	$250.00	$ 500.00
Concrete Manholes	1	only	350.00	350.00
Concrete Inlets Type G-1	9	only	100.00	900.00
Concrete Inlets Type G-2M	35	only	100.00	3,500.00
Corrugated Metal Catch Inlets	7	only	125.00	875.00
Concrete Junction Boxes	10	only	400.00	4,000.00
Extra for A.C. Concrete Approaches	14	only	35.00	490.00
A.C. Concrete Curbs	7,000	lin.ft.	1.00	7,000.00
A.C. Concrete Traffic Markers	90	lin.ft.	1.00	90.00
Guide Posts, Y-1	300	only	7.00	2,100.00
Guide Posts, Y-2 & Y-3	325	only	7.50	2,437.50
Guard Rail	55,800	lin.ft.	2.50	139,500.00
Median Barrier	6,400	lin.ft.	3.75	24,000.00
Type 2 Barricade	1,700	lin.ft.	3.50	5,950.00
Rail End Pieces	110	only	5.00	550.00
Guard Rail Blocks	6,300	only	1.50	9,450.00
Portable Barricade	15	only	75.00	1,125.00
Salvaging Guard Rail	5,400	lin.ft.	0.75	4,050.00
Salvaging Type 2 Barricade	3,100	lin.ft.	0.75	2,325.00
Guard Rail—Salvaged Guard Rail	2,340	lin.ft.	0.75	1,755.00
Guard Rail—Salvaged Type 2 Barricade	3,100	lin.ft.	0.50	1,550.00
Type 2 Barricade—Salvaged Type 2 Barricade	940	lin.ft.	1.25	1,175.00
Type 2 Fence	4,350	rod	7.50	32,625.00
16' Type 2 Single Gates	12	only	100.00	1,200.00
Roadside Seeding	79	acre	150.00	11,850.00
Roadside Mulching	79	acre	250.00	19,750.00
Grass Seed, Creeping Red Fescue	869	lb	1.00	869.00
Grass Seed, Chewing Fescue	632	lb	1.00	632.00
Grass Seed, Perennial Ryegrass	237	lb	1.00	237.00
Grass Seed, Newport Bluegrass	395	lb	1.00	395.00
Dutch White Clover	237	lb	1.00	237.00
Inorganic Fertilizer, 10-16-8	316	cwt	6.00	1,896.00
Furnishing and Placing Jute Matting	960	sq.yd.	0.50	480.00

Signing

Removal of Existing Sign Installation	All	Required		250.00
Sign Support Footing	All	Required		2,400.00
Pipe Sign Posts	All	Required		750.00
Single Sign Supports	All	Required		6,725.00
Double Sign Supports	All	Required		1,100.00
Structure Mounts	All	Required		50.00
Painted Wood Sign Posts	All	Required		6,150.00
Type A and B Signs in Place	1,827	sq.ft.	6.70	12,240.90
Type C, D, R and T Signs in Place	1,175	sq.ft.	3.65	4,288.75
Type E, F, G and H Signs in Place	263	sq.ft.	3.80	999.40
Type P and Q Signs in Place	49	sq.ft.	5.00	245.00
				$3,849,137.05
Flagging (57½ of contractor's cost)	All	Required		20,000.00
Slide Removal	All	Required		100,000.00
Moving Stake Buildings and Stockpile	All	Required		5,000.00
				$ 125,000.00

Utilities

Work by Pacific Power and Light Co.	All Required		$ 13,000.00
Work by California Pacific Utility Co.	All Required		1,200.00
Work by Pacific Northwest Bell Co.	All Required		14,000.00
			$ 28,200.00
	Subtotal		$4,008,337.05
	10% Engr. & Cont.		400,232.95
	Total		$4,408,570.00

Type Code 1281
Glendale Interchange (Br. #9352 & 9352A)(Sta. Ln 450+77 to Sta. 453+14)

Shoring, Cribbing, Etc.	All Required (35%)		$ 8,400.00
Structural Excavation	1,230 cu.yd.	$ 6.00	7,380.00
Structural Excavation Below Elevation Shown	120 cu.yd.	10.00	1,200.00
Class "A" Concrete (1,196 cu.yd. $85.00)	All Required (35%)		101,830.00
55'-60' Type 3 Prestressed Beams	13 only	1,200.00	15,600.00
70'-75' Type 3 Prestressed Beams	14 only	1,500.00	21,000.00
75'-80' Type 3 Prestressed Beams	7 only	1,600.00	11,200.00
80'-85' Type 3 Prestressed Beams	8 only	1,700.00	13,600.00
Metal Reinforcement (210,200 lbs. $0.14)	All Required (31%)		29,428.00
Metal Parapet Railing	833 lin.ft.	6.00	4,998.00
6-inch Metal Drain Pipe	160 lin.ft.	4.00	640.00
			$ 215,276.00

Type Code 2761
Speedway Road U'Xing (Br. #9334)(Sta. Ln 732+35.44)

Shoring, Cribbing, Etc.	All Required (15%)		$ 3,600.00
Structural Excavation	600 cu.yd.	$ 6.00	3,600.00
Structural Excavation Below Elevation Shown	60 cu.yd.	10.00	600.00
Furnish 10 BP 42 Steel Piling	300 lin.ft.	5.00	1,500.00
Drive Steel Piles	12 only	80.00	960.00
Splice Steel Piles	3 only	40.00	120.00
Class "A" Concrete (503 cu.yd. $85.00)	All Required (15%)		42,755.00
50'-55' Type 4 Prestressed Beams	4 only	1,300.00	5,200.00
55'-60' Type 4 Prestressed Beams	4 only	1,400.00	5,600.00
90'-95' Type 4 Prestressed Beams	8 only	2,200.00	17,600.00
Metal Reinforcement (96,000 lbs. $0.14)	All Required (15%)		13,440.00
Metal Parapet Railing	590 lin.ft.	6.00	3,540.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
6-inch Standard Steel Pipe	30 lin.ft.	18.00	540.00
			$ 99,375.00

Type Code X481
E. Wolf Creek Bridge (Br. #9337)(Sta. 671+38 to Sta. 674+11)

Shoring, Cribbing, Etc.	All Required (25%)			$ 6,000.00
Structural Excavation	920 cu.yd.	$ 6.00		5,520.00
Structural Excavation Below Elevation Shown	90 cu.yd.	10.00		900.00
Class "S" Concrete (1,045 cu.yds. $85.00)	All Required (30%)			88,825.00
35'-40' Type 3 Prestressed Beams	10 only	800.00		8,000.00
55'-60' Type 3 Prestressed Beams	10 only	1,200.00		12,000.00
70'-75' Type 3 Prestressed Beams	20 only	1,500.00		30,000.00
Metal Reinforcement (160,500 lbs. $0.14)	All Required (24%)			22,470.00
Metal Parapet Railing	480 lin.ft.	6.00		2,880.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00		320.00
6-inch Standard Steel Pipe	220 lin.ft.	18.00		1,980.00
				$ 180,875.00

Type Code X281
E. Wolf Creek O'Xing (Br. #9339)(Sta. 701+34 to Sta. 703+23)

Shoring, Cribbing, Etc.	All Required (25%)			$ 6,000.00
Structural Excavation	950 cu.yd.	$ 6.00		5,700.00
Structural Excavation Below Elevation Shown	100 cu.yd.	10.00		1,000.00
Furnish 10 BP 42 Steel Piling	880 lin.ft.	5.00		4,400.00
Drive Steel Piles	22 only	80.00		1,760.00
Splice Steel Piles	5 only	40.00		200.00
Class "A" Concrete (713 cu.yd. $85.00)	All Required (20%)			60,605.00
55'-60' Type 3 Prestressed Beams	11 only	1,200.00		13,200.00
60'-65' Type 3 Prestressed Beams	9 only	1,300.00		11,700.00
65'-70' Type 3 Prestressed Beams	7 only	1,400.00		9,800.00
70'-75' Type 3 Prestressed Beams	3 only	1,500.00		4,500.00
Metal Reinforcement (208,000 lbs. $0.14)	All Required (30%)			28,280.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00		320.00
6-inch Standard Steel Pipe	50 lin.ft.	18.00		900.00
				$ 148,363.00

Type Code X020
Wolf Creek Bridge (Br. #9335)(Sta. Ln 613+00)(FR 611+95 to 613+10)

Shoring, Cribbing, Etc.	All Required (45%)			$ 4,500.00
Structural Excavation	200 cu.yd.	$ 6.00		1,200.00
Structural Excavation Below Elevation Shown	20 cu.yd.	10.00		200.00
Class "A" Concrete (316 cu.yds. $85.00)	All Required (49%)			26,860.00
Metal Reinforcement (73,700 lbs. $0.14)	All Required (49%)			10,318.00
8-inch Metal Drain Pipe	50 lin.ft.	4.00		200.00
				$ 43,278.00

Type Code X020
Wolf Creek Bridge (Br. #9336)(Sta. 667+50)(FR 664+12.75 to FR 665+27.75)

Shoring, Cribbing, Etc.	All Required (55%)			$ 5,500.00
Structural Excavation	250 cu.yd.	$ 6.00		1,500.00
Structural Excavation Below Elevation Shown	30 cu.yd.	10.00		300.00

Class "F" Concrete (323 cu.yds. $85.00)	All Required (51%)		$ 27,455.00
Metal Reinforcement (75,400 lbs. $0.14)	All Required (51%)		10,556.00
8-inch Metal Drain Pipe	30 lin.ft.	$ 4.00	120.00
			$ 45,431.00

Type Code XO23
Coyote Cr. Bridge (Br. #65304)(Sta. 214+39 to Sta. 214+71)

Shoring, Cribbing, Etc.	All Required (65%)		$ 3,900.00
Structural Excavation	400 cu.yd.	$ 6.00	2,400.00
Structural Excavation Below Elevation Shown	40 cu.yd.	10.00	400.00
Class "F" Concrete (589 cu.yds. $85.00)	All Required (75%)		50,065.00
Metal Reinforcement (134,000 lbs. $0.14)	All Required (75%)		18,760.00
			$ 75,525.00

Type Code XO23
Coyote Creek Bridge (Br. #9336)(Sta. 701+00)(Fr. 700+00 to 700+30)

Shoring, Cribbing, Etc.	All Required (35%)		$ 2,100.00
Structural Excavation	200 cu.yd.	$ 6.00	1,200.00
Structural Excavation Below Elevation Shown	20 cu.yd.	10.00	200.00
Class "F" Concrete (230 cu.yd. $85.00)	All Required (25%)		3,[illegible]20.00
Metal Reinforcement (45,500 lbs. $0.14)	All Required (25%)		6,370.00
			$ 26,870.00

Subtotal	$ 834,995.00
10% Engr. & Cont.	[illegible]
Total	$ 918,494.00

Length of Roadway	5.605 Miles
Length of 8 Structures	0.140 Miles
Total Length - - - - - - - -	5.745 Miles
Cost of Roadway per Mile -	$785,471.90

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway	$4,402,570.00	$4,050,000.00	$352,570.00
Structures	918,494.00	845,000.00	73,494.00
	$5,321,064.00	$4,895,000.00	$426,064.00

Oregon State Highway Department

Federal-Aid
Project No. I-5-2(42)76

GLENDALE JCT.-COYOTE CREEK SECTION OF THE

PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Revised estimate to accompany plans and specifications.
Not as a basis for project agreement.)

Salem, Oregon, November 12, 1964

Type Code 6201
Roadway (Sta. L[n] 417+00 Thru Equa. 714+61.46 = 209+77.09 to Sta. 215+50)

Clearing and Grubbing	All Required		$ 125,000.00
Ditch Excavation, Unclassified	4,300 cu.yd.	$ 2.50	10,750.00
General Excavation, Unclassified	2,900,000 cu.yd.	0.70	2,030,000.00
Embankment Foundation Excavation, Unclassified	49,000 cu.yd.	0.80	39,200.00
Overhaul	305,000 C-yd.sta.	0.45	137,250.00
Extra for Selected Subgrade Material	269,000 cu.yd.	0.20	53,800.00
Extra for Selected Rock Slope Protection Material	6,800 cu.yd.	0.60	4,080.00
Finishing Roadbed and Slopes	All Required		8,500.00
Rounding Cutbanks	12,000 lin.ft.	0.20	2,400.00
Trench Excavation	7,200 cu.yd.	3.00	21,600.00
Special Backfill in Drains	1,300 cu.yd.	6.00	7,800.00
Watering	10,000 M-gal.	3.00	30,000.00
Obliteration of Roadway	19.00 sta.	25.00	475.00
3/4" - 0 Material in Stone Leveling Course	68,500 ton	1.35	92,475.00
3/4" - 0 Aggregate in Prime Coat	1,150 cu.yd.	4.00	4,600.00
RC-250 Asphalt in Prime Coat	170 ton	50.00	8,500.00
RS-1 Asphalt in Tack Coat	24 ton	55.00	1,320.00
Plant-Mix Stone Base	224,000 ton	1.25	280,000.00
Detour Surfacing	3,000 lin.ft.	5.00	15,000.00
Bituminous Base Mixture	34,000 ton	3.25	110,500.00
Asphalt in Bituminous Base Mixture	1,600 ton	36.00	57,600.00
Class "B" Asphalt Concrete Mixture	60,000 ton	3.50	210,000.00
Asphalt Cement in Mixture	3,300 ton	36.00	118,800.00
Class "A" Concrete in Box Culvert	450 cu.yd.	60.00	27,000.00
Reinforcement in Box Culvert	70,000 lb.	0.15	10,500.00
Loose Riprap	8,500 cu.yd.	3.00	25,500.00
12-inch Culvert Pipe	400 lin.ft.	3.75	1,500.00
15-inch Culvert Pipe	1,820 lin.ft.	4.25	7,735.00
18-inch Culvert Pipe	4,200 lin.ft.	5.00	21,000.00

24-inch Culvert Pipe	970	lin.ft.	$ 8.00	$ 7,760.00
36-inch Culvert Pipe	420	lin.ft.	14.50	6,090.00
48-inch Culvert Pipe	1,100	lin.ft.	25.00	27,500.00
6-inch Drain Pipe	2,300	lin.ft.	2.00	4,600.00
8-inch Drain Pipe	6,400	lin.ft.	2.50	16,000.00
10-inch Drain Pipe	64	lin.ft.	3.00	192.00
12-inch Drain Pipe	860	lin.ft.	3.75	3,225.00
Salvage and Relaying Pipe	75	lin.ft.	1.50	112.50
15-inch Culvert End Sections	10	only	35.00	350.00
18-inch Culvert End Sections	25	only	40.00	1,000.00
24-inch Culvert End Sections	2	only	55.00	110.00
36-inch Culvert End Sections	2	only	135.00	270.00
48-inch Culvert End Sections	2	only	250.00	500.00
Concrete Manholes	1	only	350.00	350.00
Concrete Inlets, Type G-1	9	only	100.00	900.00
Concrete Inlets, Type G-2M	35	only	100.00	3,500.00
Corrugated Metal Catch Inlets	7	only	125.00	875.00
Concrete Junction Boxes	10	only	400.00	4,000.00
Extra for A.C. Concrete Approaches	14	only	35.00	490.00
A.C. Concrete Curbs	7,000	lin.ft.	1.00	7,000.00
A.C. Concrete Traffic Markers	90	lin.ft.	1.00	90.00
Guide Posts, W-1	300	only	7.00	2,100.00
Guide Posts, Y-2 and Y-3	325	only	7.50	2,437.50
Guard Rail	55,800	lin.ft.	2.50	139,500.00
Median Barrier	6,400	lin.ft.	3.75	24,000.00
Type 2 Barricade	1,700	lin.ft.	3.50	5,950.00
Rail End Pieces	110	only	5.00	550.00
Guard Rail Blocks	6,300	only	1.50	9,450.00
Portable Barricade	15	only	75.00	1,125.00
Salvaging Guard Rail	5,400	lin.ft.	0.75	4,050.00
Salvaging Type 2 Barricade	3,100	lin.ft.	0.75	2,325.00
Guard Rail-Salvaged Guard Rail	2,340	lin.ft.	0.75	1,755.00
Guard Rail-Salvaged Type 2 Barricade	3,100	lin.ft.	0.50	1,550.00
Type 2 Barricade-Salvaged Type 2 Barricade	940	lin.ft.	1.25	1,175.00
Type 2 Fence	4,350	rod	7.50	32,625.00
16' Type 2 Single Gates	12	only	100.00	1,200.00
Roadside Seeding	79	acre	150.00	11,850.00
Roadside Mulching	79	acre	250.00	19,750.00
Grass Seed, Creeping Red Fescue	869	lb.	1.00	869.00
Grass Seed, Chewing Fescue	632	lb.	1.00	632.00
Grass Seed, Perennial Ryegrass	237	lb.	1.00	237.00
Grass Seed, Newport Bluegrass	395	lb.	1.00	395.00
Dutch White Clover	237	lb.	1.00	237.00
Inorganic Fertilizer, 10-16-8	316	cwt.	6.00	1,896.00
Furnishing and Placing Jute Matting	960	sq.yd.	0.50	480.00

SIGNING			
Removal of Existing Sign Installation	All Required		$ 250.00
Sign Support Footing	All Required		2,400.00
Pipe Sign Posts	All Required		750.00
Single Sign Supports	All Required		6,725.00
Double Sign Supports	All Required		1,100.00
Structure Mounts	All Required		50.00
Painted Wood Sign Posts	All Required		6,150.00
Type "A" and "B" Signs in Place	1,827 sq.ft.	$ 6.70	12,240.90
Type "C", "D", "R" and "T" Signs in Place	1,175 sq.ft.	3.65	4,288.75
Type "E", "F", "G" and "M" Signs in Place	263 sq.ft.	3.80	999.40
Type "P" and "Q" Signs in Place	49 sq.ft.	5.00	245.00
			$3,849,137.05
Flagging (57½% of Contractor's Cost)	All Required		$ 20,000.00
Slide Removal	All Required		100,000.00
Moving State Buildings and Stockpile	All Required		5,000.00
			$ 125,000.00
Utilities			
Work by Pacific Power and Light Co.	All Required		$ 13,000.00
Work by California Pacific Utility Co.	All Required		1,200.00
Work by Pacific Northwest Bell Co.	All Required		14,000.00
			$ 28,200.00
	Subtotal		$4,002,337.05
	10% Engr. & Cont.		400,232.95
	Total		$4,402,570.00

Type Code X281
Glendale Interchange (Br. #9352 and 9352A)(Sta. Ln 450+77 to Sta. 453+14)

Shoring, Cribbing, etc.	All Required (35%)		$ 8,400.00
Structural Excavation	1,230 cu.yd.	$ 6.00	7,380.00
Structural Excavation Below Elevation Shown	120 cu.yd.	10.00	1,200.00
Class "A" Concrete (1,198 cu.yd. $85.00)	All Required (35%)		101,830.00
55'-60' Type 3 Prestressed Beams	13 only	1,200.00	15,600.00
70'-75' Type 3 Prestressed Beams	14 only	1,500.00	21,000.00
75'-80' Type 3 Prestressed Beams	7 only	1,600.00	11,200.00
80'-85' Type 3 Prestressed Beams	8 only	1,700.00	13,600.00
Metal Reinforcement (216,400 lb. $0.14)	All Required (31%)		30,296.00
Metal Parapet Railing	833 lin.ft.	6.00	4,998.00
8-inch Metal Drain Pipe	160 lin.ft.	4.00	640.00
			$ 216,144.00

Type Code K781
Speaker Road U'xing (Br. #9334)(Sta. Ln 592+35.44)

Shoring, Cribbing, etc.	All Required (15%)		$ 3,600.00
Structural Excavation	600 cu.yd.	$ 6.00	3,600.00
Structural Excavation Below Elevation Shown	60 cu.yd.	10.00	600.00
Furnish 10 BP 42 Steel Piling	300 lin.ft.	5.00	1,500.00
Drive Steel	12 only	80.00	960.00
Splice Steel Piles	3 only	40.00	120.00
Class "A" Concrete (503 cu.yd. $85.00)	All Required (15%)		42,755.00
50'-55' Type 4 Prestressed Beams	4 only	1,300.00	5,200.00
55'-60' Type 4 Prestressed Beams	4 only	1,400.00	5,600.00
90'-95' Type 4 Prestressed Beams	8 only	2,200.00	17,600.00
Metal Reinforcement (96,000 lb. $0.14)	All Required (15%)		13,440.00
Metal Parapet Railing	590 lin.ft.	6.00	3,540.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
6-inch Standard Steel Pipe	30 lin.ft.	18.00	540.00
			$ 99,375.00

Type Code K481
N. Wolf Creek Bridge (Br. #9337)(Sta. 671+38 to Sta. 674+11)

Shoring, Cribbing, etc.	All Required (25%)		$ 6,000.00
Structural Excavation	920 cu.yd.	$ 6.00	5,520.00
Structural Excavation Below Elevation Shown	90 cu.yd.	10.00	900.00
Class "A" Concrete (1,045 cu.yd. $85.00)	All Required (30%)		88,825.00
35'-40' Type 3 Prestressed Beams	10 only	800.00	8,000.00
55'-60' Type 3 Prestressed Beams	10 only	1,200.00	12,000.00
70'-75' Type 3 Prestressed Beams	20 only	1,500.00	30,000.00
Metal Reinforcement (174,000 lb. $0.14)	All Required (24%)		24,360.00
Metal Parapet Railing	480 lin.ft.	6.00	2,880.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
6-inch Standard Steel Pipe	220 lin.ft.	18.00	3,960.00
			$ 182,765.00

Type Code K281
S. Wolf Creek O'xing (Br. #9339)(Sta. 701+34 to Sta. 703+23)

Shoring, Cribbing, etc.	All Required (25%)		$ 6,000.00
Structural Excavation	950 cu.yd.	$ 6.00	5,700.00
Structural Excavation Below Elevation Shown	100 cu.yd.	10.00	1,000.00
Furnish 10 BP 42 Steel Piling	880 lin.ft.	5.00	4,400.00
Drive Steel Piles	22 only	80.00	1,760.00
Splice Steel Piles	5 only	40.00	200.00
Class "A" Concrete (713 cu.yd. $85.00)	All Required (20%)		60,605.00
55'-60' Type 3 Prestressed Beams	11 only	1,200.00	13,200.00
60'-65' Type 3 Prestressed Beams	9 only	1,300.00	11,700.00

Type Code X781
Speaker Road U'xing (Br. #9334)(Sta. Ln 592+35.44)

Shoring, Cribbing, etc.	All Required (15%)		$ 3,600.00
Structural Excavation	600 cu.yd.	$ 6.00	3,600.00
Structural Excavation Below Elevation Shown	60 cu.yd.	10.00	600.00
Furnish 10 BP 42 Steel Piling	300 lin.ft.	5.00	1,500.00
Drive Steel	12 only	80.00	960.00
Splice Steel Piles	3 only	40.00	120.00
Class "A" Concrete (503 cu.yd. $85.00)	All Required (15%)		42,755.00
50'-55' Type 4 Prestressed Beams	4 only	1,300.00	5,200.00
55'-60' Type 4 Prestressed Beams	4 only	1,400.00	5,600.00
90'-95' Type 4 Prestressed Beams	8 only	2,200.00	17,600.00
Metal Reinforcement (96,000 lb. $0.14)	All Required (15%)		13,440.00
Metal Parapet Railing	590 lin.ft.	6.00	3,540.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
6-inch Standard Steel Pipe	30 lin.ft.	18.00	540.00
			$ 99,375.00

Type Code X481
N. Wolf Creek Bridge (Br. #9337)(Sta. 671+38 to Sta. 674+11)

Shoring, Cribbing, etc.	All Required (25%)		$ 6,000.00
Structural Excavation	920 cu.yd.	$ 6.00	5,520.00
Structural Excavation Below Elevation Shown	90 cu.yd.	10.00	900.00
Class "A" Concrete (1,045 cu.yd. $85.00)	All Required (30%)		88,825.00
35'-40' Type 3 Prestressed Beams	10 only	800.00	8,000.00
55'-60' Type 3 Prestressed Beams	10 only	1,200.00	12,000.00
70'-75' Type 3 Prestressed Beams	20 only	1,500.00	30,000.00
Metal Reinforcement (174,000 lb. $0.14)	All Required (24%)		24,360.00
Metal Parapet Railing	480 lin.ft.	6.00	2,880.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
6-inch Standard Steel Pipe	220 lin.ft.	18.00	3,960.00
			$ 182,765.00

Type Code X281
S. Wolf Creek O'xing (Br. #9339)(Sta. 701+34 to Sta. 703+23)

Shoring, Cribbing, etc.	All Required (25%)		$ 6,000.00
Structural Excavation	950 cu.yd.	$ 6.00	5,700.00
Structural Excavation Below Elevation Shown	100 cu.yd.	10.00	1,000.00
Furnish 10 BP 42 Steel Piling	880 lin.ft.	5.00	4,400.00
Drive Steel Piles	22 only	80.00	1,760.00
Splice Steel Piles	5 only	40.00	200.00
Class "A" Concrete (713 cu.yd. $85.00)	All Required (20%)		60,605.00
55'-60' Type 3 Prestressed Beams	11 only	1,200.00	13,200.00
60'-65' Type 3 Prestressed Beams	9 only	1,300.00	11,700.00

65'-70' Type 3 Prestressed Beams	7 only	$1,400.00	$ 9,800.00
70'-75' Type 3 Prestressed Beams	3 only	1,500.00	4,500.00
Metal Reinforcement (202,000 lb. $0.14)	All Required (30%)		28,280.00
8-inch Metal Drain Pipe	80 lin.ft.	4.00	320.00
6-inch Standard Steel Pipe	50 lin.ft.	18.00	900.00
			$ 148,365.00

Type Code X020
Wolf Creek Bridge (Br. #9335) (Sta. Ln 613+00) (FR 611+95 to 613+10)

Shoring, Cribbing, etc.	All Required (45%)		$ 4,500.00
Structural Excavation	200 cu.yd.	$ 6.00	1,200.00
Structural Excavation Below Elevation Shown	20 cu.yd.	10.00	200.00
Class "A" Concrete (316 cu.yd. $85.00)	All Required (49%)		26,860.00
Metal Reinforcement (73,700 lb. $0.14)	All Required (49%)		10,318.00
8-inch Metal Drain Pipe	50 lin.ft.	4.00	200.00
			$ 43,278.00

Type Code X020
Wolf Creek Bridge (Br. #9336) (Sta. 667+50) (FR 664+12.75 to FR 665+27.75)

Shoring, Cribbing, etc.	All Required (55%)		$ 5,500.00
Structural Excavation	250 cu.yd.	$ 6.00	1,500.00
Structural Excavation Below Elevation Shown	30 cu.yd.	10.00	300.00
Class "A" Concrete (323 cu.yd. $85.00)	All Required (51%)		27,455.00
Metal Reinforcement (75,400 lb. $0.14)	All Required (51%)		10,556 00
8-inch Metal Drain Pipe	30 lin.ft.	4.00	120.00
			$ 45,431.00

Type Code X023
Coyote Cr. Bridge (Br. #6530A) (Sta. 214+29 to Sta. 214+71)

Shoring, Cribbing, etc.	All Required (65%)		$ 3,900.00
Structural Excavation	400 cu.yd.	$ 6.00	2,400.00
Structural Excavation Below Elevation Shown	40 cu.yd.	10.00	400.00
Class "A" Concrete (589 cu.yd. $85.00)	All Required (75%)		50,065 00
Metal Reinforcement (134,000 lb. $0.14)	All Required (75%)		18,760.00
			$ 75,525.00

Type Code X023
Coyote Creek Bridge (Br. #9338) (Sta. 701+00) (FR 700+00 to 700+30)

Shoring, Cribbing, etc.	All Required (35%)		$ 2,100.00
Structural Excavation	200 cu.yd.	$ 6.00	1,200.00
Structural Excavation Below Elevation Shown	20 cu.yd	10.00	200.00
Class "A" Concrete (200 cu.yd. $85.00)	All Required (25%)		17,000.00
Metal Reinforcement (45,500 lb. $0.14)	All Required (25%)		6,370.00
			$ 26,870.00

Subtotal	$ 837,753.00
10% Engr. & Cont.	83,775.00
Total	$ 921,528.00

Length of Roadway - - - - - - - -	5.605 Miles
Length of 8 Structures- - - - -	0.140 Mile
Total Length- - - - - - - - - -	5.745 Miles
Cost of Roadway Per Mile- - - -	$785,471.90

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$4,402,570.00	$4,050,000.00	$352,570.00
Structures	221,528.00	347,000.00	74,528.00
	$5,324,098.00	$4,397,000.00	$427,098.00

GLENDALE JCT.-COYOTE CR. SECTION

PROJECT NO. I-5-2(42)76

PRESTRESSED BEAM QUANTITIES

35'/40' Type 3

Overhead			$ 150.00
Class "AA" Concrete	5.6 cu.yd.	$70.00	392.00
Metal Reinforcement	660 lb.	0.14	92.40
Prestress Wire	230 lb.	0.50	115.00
			$ 749.40

55'/60' Type 3

Overhead			$ 150.00
Class "AA" Concrete	8.7 cu.yd.	$65.00	565.50
Metal Reinforcement	1,030 lb.	0.14	144.20
Prestress Wire	730 lb.	0.40	292.00
			$1,151.70

60'/65' Type 3

Overhead			$ 150.00
Class "AA" Concrete	9.2 cu.yd.	$65.00	598.00
Metal Reinforcement	1,050 lb.	0.14	147.00
Prestress Wire	900 lb.	0.40	360.00
			$1,255.00

65'/70' Type 3

Overhead			$ 150.00
Class "AA" Concrete	10.3 cu.yd.	$65.00	669.50
Metal Reinforcement	1,070 lb.	0.14	149.80
Prestress Wire	1,060 lb.	0.40	424.00
			$1,393.30

70'/75' Type 3

Overhead			$ 150.00
Class "AA" Concrete	10.9 cu.yd.	$65.00	708.50
Metal Reinforcement	1,110 lb.	0.14	155.40
Prestress Wire	1,230 lb.	0.40	492.00
			$1,505.90

75'/80' Type 3

Overhead			$ 150.00
Class "AA" Concrete	11.8 cu.yd.	$65.00	767.00
Metal Reinforcement	1,120 lb.	0.14	156.80
Prestress Wire	1,330 lb.	0.40	532.00
			$1,605.80

80'/85' Type 3

Overhead			$ 150.00
Class "AA" Concrete	12.1 cu.yd.	$65.00	786.50
Metal Reinforcement	1,130 lb.	0.14	158.20
Prestress Wire	1,450 lb.	0.40	580.00
			$1,674.70

50'/55' Type 4

Overhead			$ 150.00
Class "AA" Concrete	11.7 cu.yd.	$65.00	760.50
Metal Reinforcement	990 lb.	0.14	138.60
Prestress Wire	590 lb.	0.40	236.00
			$1,285.10

55'/60' Type 4

Overhead			$ 150.00
Class "AA" Concrete	12.3 cu.yd.	$65.00	799.50
Metal Reinforcement	1,020 lb.	0.14	142.80
Prestress Wire	620 lb.	0.40	248.00
			$1,340.30

90'/95' Type 4

Overhead			$ 150.00
Class "AA" Concrete	19.7 cu.yd.	$60.00	1,182.00
Metal Reinforcement	1,380 lb.	0.14	193.20
Prestress Wire	1,900 lb.	0.40	760.00
			$2,285.20

RECEIVED
FEB 24 1966

FILING
I 5-2(42)76
6519

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Continent upon modification of
project [illegible]
FEB 3 1966
U.S. Bureau of [illegible]

Project Name Glendale Junction-Coyote Creek Section Date Jan. 28, 1966

Highway Pacific Highway Contract No. 6519

County Douglas and Josephine Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation F. A. Project No. I-5-2(42)76

Address P. O. Box 671, Salem, Oregon Order No. 8 - Supplemental #2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Slide Correction: Remove unstable material from cut slopes and inlay with block rock at locations as directed by the engineer.

Location by station numbers: Throughout Project: 407+97.55 through equation 714+61.46 P.T. Bk. = 209+77.09 P.O.T. Ah. to 224+00.

Estimate of quantities and cost:

Previously Authorized	$ 7,400.00
Additional Requested:	
Labor	39,855.00
Equipment Rental	92,995.00
Total	$140,250.00

Net increase in cost ---------- $132,850.00

Expianation: (Explain here the conditions which cause this work to be classed as "extra work")

This work made necessary by the pop-out sliding within cut slopes throughout the project. All work performed under this order shall be in accordance with the "Contract Special Provisions" and the "State of Oregon, Standard Specifications for Highway Construction, issue of 1964". Maximum equipment rental rates will be in accordance with the current A.G.C. and State agreement.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,257,696.44
Present estimate of project cost, including $132,850.00 for work under this order	$5,257,696.44
Expected under-run ~~overrun~~ amount	$ None
Expected under-run ~~overrun~~ per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, ~~Assistant State Highway Engineer~~ Office Engineer.

State Printing

RECEIVED
FEB 9 - 1966

Form 2-295—Rev.

FOR FILING
I-5-2 (42) 76

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Approved for collection of Federal funds
JAN 4 1966
U.S. Bureau of Public Roads

Project Name Glendale Junction-Coyote Creek Section Date January 27, 1966

Highway Pacific Contract No. 6519

County Douglas and Josephine Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation F. A. Project No. I-5-2(42)76

Address PO Box 671, Salem, Oregon Order No. 11-Supplemental

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Replace rock slope protection along frontage road. Reinstall culvert pipe. Material for rock slope protection will be provided from within the project limits. Culverts to be reinstalled were installed under contract and were acceptable. Flood washed out rock slope and replacement of rock will require reinstalling culverts, which is not Contractor's responsibility.

Location by station numbers:

"FR$_1$" 612 to "FR$_1$" 660

Estimate of quantities and cost:

PReviously Approved	$ 600.00
Additional requested:	
Labor	4,480.00
Equipment Rental	10,470.00
Total	$ 15,550.00

NET INCREASE IN COST $14,950.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work was made necessary due to the eroding away of the frontage road by the flooding of Wolf Creek. All work performed under this order shall be in accordance with the "Contract This work was made necessary due to the eroding away of the frontage road by the flooding of Special Provisions" and the "State of Oregon Standard Specifications for Highway Construction, Issue of 1964". Maximum equipment rental rates will be in accordance with the current AGC and State agreement. Work covered by the original order was started on Jan. 4, 1966.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,257,696.44	Space to right of this line is for use of Salem Office
Present estimate of project cost, including $14,950.00 for work under this order	$5,257,696.44	
Expected over-run amount	None	
Expected over-run per cent	None	

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved /s/ L. H. Young, State Highway Engineer by [illegible], State Highway Engineer Asst. Office Engineer.

State Printing

Young 2-9-66

RECEIVED
JAN 26 1966
FOR FILING

I-5-2(42)76

6511

STATE OF OREGON

APPROVED
Contingent upon modification of project agreement. Additional funds are not required.
Date 1966
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Date January 11, 1966

Project Name Glendale Junction - Coyote Creek Section
Contract No. 6519
Highway Pacific
Prefix 617-1063
County Douglas and Josephine
F. A. Project No. I-5-2(42)76
Contractor Roy L. Houck Sons' Corporation
Order No. 11
Address P. O. Box 671, Salem, Oregon

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:
Emergency work covering the protection of frontage road and the frontage road bridge approach.

Location by station numbers:

"FR1" 612 to "FR1" 660

Estimate of quantities and cost:

Labor	$ 180.00
Equipment Rental	420.00
Total	$ 600.00
Net increase in cost	$ 600.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
This work necessary due to the eroding away of the frontage road by the flooding of Wolf Creek.
All work performed under this order shall be in accordance with the "Contract Special Provisions" and the "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". (over)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,257,696.44
Present estimate of project cost, including $ 600.00 for work under this order	$5,257,696.44
Expected under-run / over-run amount	$ none
Expected under-run / over-run per cent	none

Space to right of this line is for use of Salem Office

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

1/26/66

(Continued from opposite side)

Maximum equipment rental rates will be in accordance with the current A.G.C. and State agreement.

Approval to proceed with work covered by this order was received from Salem via the Division office on Jan. 4, 1966.

Work covered by this order was started Jan. 4, 1966.

GRESHAM DIVISION

RECEIVED
JAN 11 1966
PLANNING

I-5-2(42)76

Form CD-121 (1-63) (Prec. by [illegible])

UNITED STATES GOVERNMENT

Memorandum

6519

KLA806

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

DATE: January 6, 1966

In reply refer to: 08-35.DB-1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

SUBJECT: Glendale Junction-Coyote Creek Section
Oregon Project I-5-2(42)76
State Force Order No. 5

Reference is made to your letter dated January 4, 1966 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equippped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically and expeditiously in order to protect the traveling public on a temporary pattern during the winter months.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

REFERRED TO
w/encl.
By Asst. State Hwy. Engr.
1-11-66

RECEIVED
JAN 7 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

APPROVED
Contingent upon verification of project [illegible] additional funds [illegible]
DEC 28 1965 ME Martin
GI-P
Division Engineer
U.S. Bureau of Public Roads

Form A-101—5M

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 5

Project Name Glendale Junction-Coyote Creek Section Date December 20, 1965

Highway Pacific Contract No. 6519 F. A. Project No. I-5-2(42)76

County Douglas and Josephine Prefix 617-1063 Account No. 277-05

Description of Work To Be Done:

Illumination

Location by Station Numbers:

"L" 219 to "L" 224

Estimate of Quantities and Costs:

Labor	$ 100.00
Equipment Rental	50.00
Materials	700.00
Net Cost	$ 850.00

Explanation:

The contractor is not equipped to perform this type work. Illuminate transition at south end of project where same diverges from two to four lanes.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$5,257,696.44
Present estimate of project cost, including $ 850.00 for work under this order	$5,257,696.44
Expected under-run / over-run (amount)	$ None
Expected under-run / over-run (per cent)	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Constr., Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

DEC 21 1965

FQ
Form E-906—5M

I-5-2(42)76

6519

STATE COPY

APPROVED
Contingent upon verification of project [illegible] Federal funds [illegible]
DEC 21 1965 WE Martin
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Glendale Junction-Coyote Creek Section Date December 15, 1965

Highway Pacific Contract No. 6519

County Douglas and Josephine Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation F. A. Project No. I-5-2(42)76

Address P. O. Box 671, Salem, Oregon Order No. 7-Supplemental #2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Pioneering, Slide Correction

Location by station numbers:

Ls 590 to 600 Right

Estimate of quantities and cost:

Previously Authorized	$ 4,000.00
Additional requested:	
Labor	1,640.00
Equipment rental	7,320.00
Total	$12,960.00
Net increase in cost	$ 8,960.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work made necessary by sliding of cut slope. All work performed under this order shall be in accordance with the "Contract Special Provisions" and the "State of Oregon, Standard Specifications for Highway Construction, issue of 1964".

(Over)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 5247,696.44
Present estimate of project cost, including $ 8,960.00 for work under this order	$ 5247,696.44
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	None

Space to right of this line for use of Salem Office

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II Asst. Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Maximum equipment rental rates will be in accordance with the current A.G.C. and State agreement.

Oral approval to proceed with the work covered by this supplemental was received in the field on December 14, 1965 from Mr. Paul Riedl, Area Engineer for the B.P.R. and Mr. John Quiner II, Ass't Division Engineer.

Anticipated date to start work covered by this supplemental order is December 15, 1965.

FORWARDED
DEC 31 1965
FOR FILING

I-5-2(42)76

6519

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

DEC 21 1965 ME Martin

Project Name Glendale Junction-Coyote Creek Section Date December 14, 1965

Highway Pacific Contract No. 6519

County Douglas and Josephine Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation F. A. Project No. I-5-2(42)76

Address P. O. Box 671, Salem, Oregon Order No. 8-Supplemental #1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Slide Correction: Remove unstable material from cut slopes and inlay with block rock at locations as directed by the engineer.

Location by station numbers:

Throughout project: 407+97.55 through equation 714+61.46 P.T. Bk.= 209+77.09 P.O.T. Ah. to 224+00.

Estimate of quantities and cost:

Previously Authorized - - - - - - - - -	$4,600.00
Additional Requested:	
Labor - - - - - - - - - - - - - - -	854.00
Equipment Rental- - - - - - - - -	1.946.00
Total - - - - - - - - - - - - - - - -	$7,400.00
Net increase in cost - - - - - - - - -	$2,800.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work made necessary by the pop-out sliding within cut slopes throughout the project. All work performed under this order shall be in accordance with the "Contract Special Provisions" and the "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". Maximum equipment rental rates will be in accordance with the current A.G.C. and State Agreement.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 5257,696.44	Space to right of this line is for use of Salem Office
Present estimate of project cost, including $ 2,800.00 for work under this order	$ 5257,696.44	
Expected ~~under-run~~ over-run amount	$	
Expected ~~under-run~~ over-run per cent		

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

RECEIVED
JAN 7 - 1966
FOR FILING

STATE COPY

Form P-200—5M

I-5-2(42)76

6-19

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

NOV 10 1965 M E Martin
U.S. Bureau of Public Roads

Project Name Glendale Junction - Coyote Creek — Date November 22, 1965

Highway Pacific — Contract No. 6519

County Josephine and Douglas — Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation — F. A. Project No. I-5-2(42)76

Address Salem, Oregon — Order No. 10

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Haul State owned piling from storage yard and splice to obtain required lengths.
Maximum rental rates allowable per State - AGC Agreement.
Contractor's allowance per contractor's agreement.

Location by station numbers:

Speaker Road Interchange

Sta. 591+42.71 to Sta. 594+37.71

Estimate of quantities and cost:

Labor	$200.00
Equipment	240.00
	440.00
Contractor's Allowance	66.00
	$506.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Abutment No. 1 is located on a side hill which when excavated for structure exhibited a tendency to slide. Several small pop out slides occured adjacent to the bridge and it was decided it would be advisable to drive piles under the end of the bridge. Payment for changes in concrete and re-steel will be made as per Standard Specifications. Payment for driving piles will be at the unit price.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$5,257,696.44	
Present estimate of project cost, including $ 506.00 for work under this order	$5,257,696.44	
Expected under-run / over-run amount	$ 0.00	
Expected under-run / over-run per cent	0%	

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or [illegible]

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved /s/ L. H. Young, [illegible] Office Engineer.

State Printing

1-7-66

NOV 2 0 1965

FOR FILES

Form CD-121 (11-63) (Pres. by A.O. 3047-65)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO 6519 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 22, 1965

In reply refer to: 08-35.DB-1

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

SUBJECT: Oregon I-5-2(42)76
Glendale Jct.-Coyote Creek Section
State Force Order No. 4

Reference is made to your letter dated November 18, 1965 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The work needs to be performed in stages as the contractor's work progresses and necessity arises, in order to provide for the safety and guidance of the traveling public. The uncertainty as to the extent of striping required and new imposed traffic patterns would tend to result in excessively high bid prices if the work was undertaken under a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

REFERRED TO
By Asst. State Hwy. Engr.

RECEIVED
NOV 21 1965
OFFICE
STATE HIGHWAY ENGINEER

Orig. to Young 11-26-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-105—8M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date NOV 12 1965 W E Martin
for Div Engr
U.S. Bureau of Public Roads

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 4

Project Name Glendale Junction-Coyote Creek Section Date November 8, 1965

Highway Pacific Contract No. 6519 F. A. Project No. I-5-2(42)76

County Douglas & Josephine Prefix 617-1063 Account No. 278-04

Description of Work To Be Done:

Temporary striping

Location by Station Numbers:

Throughout project: 407+97.55 through equation 714+61.46 P.T. Bk. = 209+77.09 P.O.T. Ah. to 224+00.

Estimate of Quantities and Costs:

Equipment Rental	$ 575.00
Labor	1,610.00
Materials	115.00
Total Net Cost	$2,300.00

Explanation:

The Contractor is not equipped to perform this type of work.

Anticipated date to start work covered by this order is November 17, 1965.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$5,257,696.44	Space to right of this line is for use of Salem Office
Present estimate of project cost, including $2,300.00 for work under this order	$5,257,696.44	
Expected ~~under-run~~ over-run (amount)	$ 0	
Expected ~~under-run~~ over-run (per cent)	0	

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Carl M. Williams, Division Engineer

Approved: /s/ L. H. Young, Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
OCT 8 - 1965
FOR FILING
I-5-2(42)76
6519

October 7, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Labor Compliance

Dear Sir:

As requested in your letter of September 1, we have investigated the labor compliance complaint filed by Mr. D. L. Thayer against Solomon Aichele, subcontractor to Ray L. Houck. Mr. Thayer in his complaint lists three projects: Oregon I-5-3(69)130, I-5-3(56)130 and I-5-2(42)76.

The Resident Engineer on I-5-2(42)76 advises that although Aichele does have a subcontract on this project, no work had been performed prior to the date of Mr. Thayer's complaint. On I-5-3(69)130, no work was started on the contract until August 30, 1965, which was considerably after the filing of Mr. Thayer's complaint. On Oregon I-5-3(56)130, Mr. John Hagedorn, Resident Engineer, has made a thorough investigation and advises that he can find no evidence of any violation of the Work Hours Act of 1962. Mr. Hagedorn has issued instructions to his men that each man on Aichele's crew shall be interviewed and time will be kept for each man for each classification that he may work under. Also, a letter has been written to Aichele advising him that each man who may work at more than one classification in a day shall be paid for each classification and the information accurately shown on the payroll.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
L. R. Chandler

By

F. B. Klabee
Assistant State Highway Engineer

EAP:jkk

FORM H-30 REM 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 5, 1965

RECEIVED
OCT 5 1965
OFFICE OF
STATE HIGHWAY ENGINEER

SUBJECT: Labor Compliance

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer

BUILDING

In accordance with the Bureau of Public Roads' letter of September 1, 1965, we have had investigated the complaint of Mr. D. L. Thayer against Soloman Aichele pertaining to violation of the Work Hours Act of 1962.

Mr. Thayer in his complaint listed 3 projects which will be discussed below:

I-5-2(42)76 Glendale Junction-Coyote Creek Contract No. 6519 - The resident engineer advises that although there was a subcontract to Aichele Landscaping no work had been performed prior to the date of Mr. Thayer's complaint.

Oregon I-5-3(69)130 Sutherlin Junction-Winchester Contract No. 6667 - No work had been performed on this contract until August 30, 1965. Since Mr. Thayer's complaint was dated August 25, he apparently is erroneous in mentioning this contract.

Oregon I-5-3(56)130 Sutherlin Junction-Winchester Contract No. 6358 - Mr. Hagedorn, Resident Engineer, has investigated this matter and advises that he can find no evidence of any noncompliance with the Work Hours provisions.

A copy of his letter is attached. Also attached is a rough draft of a letter to the Bureau of Public Roads.

F. D. Morgan
Construction Engineer

By Edwin A Pease

E. A. Pease
Construction Office Engineer

EAP:jkk
Attach.

NOTED
F. B. KLABOE
11/11

Form CD-121 (11-63) (Pres. by A.O. 205-10)

UNITED STATES GOVERNMENT

Memorandum

1461

SEP 3 65

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 1, 1965

In reply refer to: 08-35.EC/420.25

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

KLABDE

SUBJECT: Labor Compliance

We have received a labor compliance complaint through our Regional office from the Portland Office of the Department of Labor. This complaint is against Soloman Aichele, subcontractor to Roy L. Houck Sons on Oregon Projects I-5-3(69)130 and I-5-3(56)130. The complaint appears to be violation of the Work Hours Act of 1962.

Please investigate this complaint as submitted by Mr. D. L. Thayer on USDL Form SOL 161(a) and initiate the appropriate action to correct any violations discovered.

Kindly keep this office informed of your progress so we may complete our files and also inform the Department of Labor.

Attachments

Routing
Morgan
Doctor
Bond
Barbee
Walker
Glenn
Swan
Ross
Wilson
Underhill
Olson

RECEIVED
SEP 1965
OFFICE OF
STATE HIGHWAY ENGINEER
SEP 2 1965

REFERRED TO
Morgan - Young
BY ASST. STATE HWY. ENGR.
9-3-65.

M - please investigate and advise me. R/D answer
2 wks.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

412 Mohawk Building
222 S. W. Morrison Street
Portland, Oregon 97204

August 26, 1965

Mr. A. W. Parsons
Division Engineer
Salem, Oregon

I. E. Gillson
08-00.56Executive Officer
Portland, Oregon

Labor compliance complaint

Attached are copies of a complaint filed with the local office of the Department of Labor against Solomon Aichele dba Aichele Landscaping Company, subcontractor to Roy L. Houck Sons Corpn. on Oregon Interstate projects, I-5-3 (69)130, I-3-3(56)130 and/or any others.

Please have the State investigate and report on this complaint and the labor compliance of this subcontractor regarding the other employees also on Interstate project work.

Attachments

OPTIONAL FORM NO. 10

UNITED STATES GOVERNMENT

Memorandum

317 U. S. Courthouse, Old
Portland, Oregon
August 25, 1965

TO : Howard Sedgwick, Labor Compliance Officer
Bureau of Public Roads, Portland, Oregon

FROM : Frank B. Reeder, Field Office Supervisor
Wage & Hour & Public Contracts Divs.

SUBJECT: Solomon Aichele dba
Aichele Landscaping
11360 S. E. Stephens Road
Portland, Oregon

In accordance with our telephone conversation this date, I am attaching a complaint on USDL Form SOL 161(a) received from Duane Thayer alleging that this firm employed him in violation of the Contract Work Hours Standards Act, and perhaps also in contravention of the prevailing wage requirements of the Davis-Bacon Act.

I will appreciate your initiating appropriate action through the channels available to you to check the validity of this complaint, and take such action as may be required to correct any violations disclosed.

Attch.

AICHELE LANDSCAPING

NAME Duane Thayer
PERIOD ENDING 8/14/65

Voc 3.16			
TOTAL EARNINGS →		124	00
OLD AGE BENEFIT	4	50	
FEDERAL W. H. TAX	8	20	
STATE W. H. TAX	3	00	EMPLOYEE DETACH AND KEEP THIS EARNINGS STATEMENT
S. I. A. C. OR UNEMP. INS.		10	
TOTAL DEDUCTED →		14	80
NET PAY CHECK →		109	20

AICHELE LANDSCAPING

NAME Duane Thayer
PERIOD ENDING 9/11/65

16C 3.10		49	60
24C 3.78		90	72
TOTAL EARNINGS →		140	32
OLD AGE BENEFIT	5	04	
FEDERAL W. H. TAX	11	00	
STATE W. H. TAX	2	90	EMPLOYEE DETACH AND KEEP THIS EARNINGS STATEMENT
S. I. A. C. OR UNEMP. INS.		10	
Draw	50	00	
TOTAL DEDUCTED →		69	09
NET PAY CHECK →		71	23

SOL-161(a)

U. S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR

Budget Bureau No. 44-R1061.2
Approval Expires: June 30, 1961

Information Regarding Compliance With Federal Labor Standards

INSTRUCTIONS: In order to assist the United States Department of Labor in determining compliance with Federal Labor Standards applicable to the project upon which you were employed, you are requested to furnish the following information. Please answer as many of the following questions as completely as you can. YOUR IDENTITY WILL NOT BE DISCLOSED TO YOUR EMPLOYER. This inquiry does not imply that any law or labor standards provision has been violated. Please use pencil or typewriter. Do not use pen.

(1) Your Name--Please print or type
DUANE THAYER
Phone: 246-7326 Portland

(2) Date
8-25-65

(3) Your present address
5725 S.W. Scoltsdale Court Portland, Oregon

(4) Your regular mailing address if present address is temporary
same

(5) Give the name and address of the job or project, i.e. location of work.
Construction of Interstate 5 Freeway in Sutherlin, Oregon area; and in the Wolf Creek, Oregon area north of Grants Pass, Oregon

(6) Describe project work, e.g., construction of school or building of a bridge.
preparing, landscaping, seeding + finishing highway borders + interchanges

(7) Name and address of prime contractor or general contractor.
Roy L. Houck Sons Corporation 1158 Commercial St. Salem, Oregon

(8) Name and address of your employer (if he is a subcontractor)
Solomon Aichele, dba Aichele Landscaping 11360 S.E. Stephens Road Portland, Oregon

(9) What Federal Government Agency is involved? (for example: Army? Federal Housing Administration? Federal Aviation Agency?)
U.S. Bureau of Public Roads

(10) If you know the contract or project number please write it here.
I-5-3[6]1]30 I-5-2[42]76
I-5-3[56]30

(11) Did you see the wage rates posted on the job? / /Yes /X/No Where? Not posted.

(12) Please give your foreman's name.
Ben Fox, project foreman for Solomon Aichele

(13) What dates did you work on this job? From 5-8-65 to 8-13-65

(14) Are you still working on this job? / /Yes /X/No

(15) What job classifications did you work in?	State the tools you used.	What was your hourly rate?	What rate was posted?
Truck driver and	Truck.	3.10 and 3.78	
Hydro Seeder Operator	Seeder	3.10	Not posted

(16) Did you keep any record of the hours you worked? /X/Yes / /No
(17) Did you ever work more than 8 hours a day? /X/Frequently / /Occasionally / /None
(18) What rate of pay did you receive for overtime?
Straight time only - but for only 40 hours week. I worked far over 40 a week.

(19) Name of person who kept a record of your time or hours worked? (If you did so yourself, name of person to whom you turned it in?) Ben Fox, foreman

(20) What was your starting time each day? 7:30 to 8 AM What was your quitting time? about 6:30 PM
How long for lunch? 1/2 hr. to 1 hr.

(21) How were you paid? /_/Cash? /X/Check? (22) Who paid you? (what company issued the checks or cash)

(23) Did you keep any check stubs or records of how much you were paid? /X/Yes / /No Check stubs attached

(24) Were any deductions made from your pay (other than withholding taxes or Social Security)? /_/Yes /X/No If answer is "Yes", please describe in question 35 what the deductions were for.

(25) Give names and addresses of other employees who did the same work you did. (give dates)

Name	Address	Dates they did same work you did
Scott Page	Sutherlin, Oregon	Employed first week with me

INSTRUCTIONS: In order to assist the United States Department of Labor in determining compliance with Federal Labor Standards applicable to the project upon which you were employed, you are requested to furnish the following information. Please answer as many of the following questions as completely as you can. YOUR IDENTITY WILL NOT BE DISCLOSED TO YOUR EMPLOYER. This inquiry does not imply that any law or labor standards provision has been violated. Please use pencil or typewriter. Do not use pen.

(1) Your Name--Please print or type
Phone: 246-7326 Portland
DUANE THAYER

(2) Date
8-25-65

(3) Your present address
5725 S.W. Scottsdale Court Portland, Oregon

(4) Your regular mailing address if present address is temporary
same

(5) Give the name and address of the job or project, i.e. location of work.
Construction of Interstate 5 freeway in Sutherlin, Oregon area; and in the Wolf Creek, Oregon area north of Grants Pass, Oregon

(6) Describe project work, e.g., construction of school or building of a bridge.
Preparing, landscaping, seeding + finishing highway bridges + interchanges

(7) Name and address of prime contractor or general contractor.
Ray L. Houck Sons Corporation 1158 Chemeketa St. Salem, Oregon

(8) Name and address of your employer (if he is a subcontractor)
Solomon Aichele, dba Aichele Landscaping 11360 S.E. Stephens Road Portland, Oregon

(9) What Federal Government Agency is involved? (for example: Army? Federal Housing Administration? Federal Aviation Agency?)
U.S. Bureau of Public Roads

(10) If you know the contract or project number please write it here.
I-5-3(69)130 I-5-2(62)76
I-5-3(56)130

(11) Did you see the wage rates posted on the job? / /Yes /X/No Where? Not posted.

(12) Please give your foreman's name.
Ben Fox, project foreman for Solomon Aichele

(13) What dates did you work on this job? From 8-8-65 to 8-23-65

(14) Are you still working on this job? / /Yes /X/No

(15) What job classifications did you work in?	State the tools you used.	What was your hourly rate?	What rate was posted?
Truck driver and	Truck.	3.10 and 3.75	
Hydro Seeder Operator	Seeder	3.10	Not posted

(16) Did you keep any record of the hours you worked? /X/Yes / /No
(17) Did you ever work more than 8 hours a day? /X/Frequently / /Occasionally / /None
(18) What rate of pay did you receive for overtime?
Straight time only - But for only 40 hours week. I worked far over 40 a week.
(19) Name of person who kept a record of your time or hours worked? (If you did so yourself, name of person to whom you turned it in?) Ben Fox, foreman
(20) What was your starting time each day? 7:30 to 5 AM What was your quitting time? about 6:30 PM
How long for lunch? 1/2 hr. to 1 hr.
(21) How were you paid? / /Cash? /X/Check? (22) Who paid you? (what company issued the checks or cash)
(23) Did you keep any check stubs or records of how much you were paid? /X/Yes / /No Yes stubs attached
(24) Were any deductions made from your pay (other than withholding taxes or Social Security)? / /Yes /X/No If answer is "Yes", please describe in question 35 what the deductions were for.
(25) Give names and addresses of other employees who did the same work you did. (give dates)

Name	Address	Dates they did same work you did
Scott Page	Sutherlin, Oregon	Employed first week with me

(26) Give names of other employees who may be able to give information about possible labor noncompliances.

Name	Address
Seven to eight other employees worked with me on this job under same conditions. I know none of only one:	
Leroy Barger	employed same year by Dickie
194 Edwards St	
Winchester, Oregon	

(27) Were you employed, classified or paid as an apprentice? ☐ Yes ☒ No

(28) Are you an apprentice ☐ Yes ☒ No If answer is yes (a) are you registered in an apprentice program ☐ Yes ☐ No (b) place of Registration _____ (c) Program _____ (d) Registration No. _____ (e) In what grade are you in the program? (e.g. 3rd six months)

(29) Were you ever questioned about duties and pay by a Government representative? ☒ Yes ☐ No (If you answered "yes" enter under (35) what was said to you by the Government Representative or Inspector, and what you told him.)

(30) Did anyone ever tell you not to report all of the facts if you were questioned by a Government Representative or Inspector? ☐ Yes ☒ No (If you answered yes, please describe under (35) who told you what to say and what you were told to say.)

(31) If you were underpaid, did you ever complain to anyone about it:
Yes - directly to Solomon Dickie, my employer

(32) If you complained, to whom did you complain?

(33) When did you complain?
8-21-65

(34) What was done about your complaint?
"nothing"

(35) If you have anything further to add, please feel free to use this space.
I talked to the State of Oregon Highway Dept. who was on the job at all times - don't know his name. The State resident engineer on the job was John Hagedorn - at the Sutherlin - Winchester portion of the job.
The inspector said I should be paid for all my hours of work. He knows what hours I + the crew worked because he was there all the time.

BE SURE TO READ THIS: The statements made on this form have been read by me and they are true to the best of my knowledge and belief. I UNDERSTAND THAT MY IDENTITY WILL NOT BE DISCLOSED TO MY EMPLOYER.

x Duane L. Thurber
(Your Signature)

WH-PC office
Portland, Oregon
(Place where statement made)

DO NOT WRITE BELOW THIS LINE

RECEIVED
OCT 8 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 5, 1965

6519

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Sir:

NOTED
F.B. KLABOE

RE: Concrete Aggregates
Graves Creek and Cow Creek Sources

PROJECT	CONTRACT NO.
Graves Cr.-Jumpoff Joe Cr.	6470
Coyote Cr.-Grave Creek	6490
Glendale Jct.-Coyote Cr.	6519
Canyon Creek Pass-Azalea	6548
Canyonville-Bear Gulch	6571
Azalea-Glendale Jct.	6578
Grave Creek	6643

Considerable difficulty has been encountered obtaining both the specified strengths and the 5 - 8 per cent entrained air on the concrete for structures on the above-named projects. Placing of P.C.C. pavement to be done next spring will also utilize aggregates from the Cow Creek source. The results of field and laboratory tests are contained in the attached reports by Mr. O. A. White, Engineer of Materials and Research.

The results of these tests indicate that consistent strengths above 3300 psi cannot be obtained using these aggregates at any air content. Consistent strengths of course are of primary importance. There are, however, other benefits derived from entrained air which are desirable, especially on structures. One of these is the resistance to the action of salts.

Although freeze and thaw cycles are relatively few in the locale where these aggregates are to be used, the roadways, curbs and sidewalks of structures are the first to be affected by these cycles and are the only areas where salt will be used as a safety measure by our maintenance forces. This factor therefore is of considerable concern to our Bridge Department.

Your concurrence in the following course of action is therefore requested:

1. Reduction in specified entrained air content from 5 - 8 per cent to 3% ± 1%. The results of tests taken on a sufficient number of additional pours on structures observed to determine if specified strengths can be consistently obtained.

2. If specified strengths are not substantially maintained, we will then determine what additional corrective measures are to be made.

Laboratory tests indicate strengths can be obtained by eliminating the air entrainment entirely. This would be most effective on the P.C.C. pavement where the use of salt is not used extensively and, as it will not be placed until next spring, we should have sufficient time to review the results reducing the air content. The air content specified for P.C.C. pavement is 3 - 6% and the deleting of this specification possibly would not be required.

There are surface treatment which can be applied to the affected areas of structures to resist the action of salts. The type of treatment, how extensive it will have to be applied, and additional costs involved can then be determined if the specified strengths cannot be maintained at the reduced air content.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

MDG:fp
Enc.
cc F. B. Klaboe
L. P. Shaw
Ivan Merchant
A. A. Rear
O. A. White

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OCT 7 1965
OFFICE
STATE ENGR.

RECEIVED
OCT 1 - 1965
FORM E-20K NOW E-67 40500

FOR FILING
I-5-4 (42) 76
6417

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27, 1965

SUBJECT: Concrete Aggregates: Graves Creek and Cow Creek Sources

To:

Frank Morgan
Construction Engineer
Office

REF: Memo Dated September 10, 1965

Referenced memo indicates 7 day strength tests on concrete using washed and unwashed Cow Creek aggregate (Chart III). Twenty eight days strength tests have been made. The results are as follows:

	Washed	Unwashed
	3075 p.s.i.	2880 p.s.i.
	3255 p.s.i.	3090 p.s.i.
Average	3165 p.s.i.	2985 p.s.i.

Also, 7 day strength tests were indicated on concrete using Graves Creek Material without air entraining agent. Twenty eight day test results are:

	4935 p.s.i.
	4830 p.s.i.
Average	4880 p.s.i.

O. A. WHITE
Engineer of Materials & Research

OAW:zr

cc: Klaboe
Shaw
Merchant
Rear
Glenn

RECEIVED
SEP 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT - 1965

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1965

To:

Frank Morgan
Construction Engineer
Office

SUBJECT: Concrete Aggregates: Graves Creek and Cow Creek Sources.

Project	Contract No.
Grave Cr.-Jumpoff Joe Cr.	6470
Coyote Cr.-Grave Cr.	6490
Glendale Junction-Coyote Cr.	6519
Grave Cr.	6643
Canyon Cr. Pass-Azalea	6548
Azalea-Glendale Jct.	6578
Canyonville-Bear Gulch	6571

Considerable difficulty has been encountered in obtaining the combination of specified strengths and air content in concrete for subject projects. The attached charts show results of tests on specimens received from the field and those made in the Laboratory. The charts include only the results of tests on specimens in which Cow Creek and Graves Creek material were used and in which the cement contents are comparable.

This is not intended as a treatise on air entrainment. However, there are some facts concerning air entrainment that must be considered in a satisfactory resolvement of the current problem. These facts are:

1. The value of entrained air in increasing durability is not directly proportional to the air content. The value becomes apparent between 5 and 9 percent entrained air.

2. The value of entrained air in increasing durability decreases as the cement content increases. Concrete with cement contents above 6.5 sks. per yard are not appreciably benefited by entrained air.

3. Strength of concrete decreases with increased air content. The decrease in strength can be counteracted upon by reduction of sand content and reduction of water - cement ratio. The increased strength resulting from decreased W/C will, in general, equal the loss of strength resulting from entrained air in quantities up to 4 to 5 percent. The slope of the strength - air content curve and the location of the curve on the chart will vary with use of different aggregates and different cements at constant cement content.

NOTED
LLOYD P. SHAW

4. The effectiveness of entrained air in increased durability depends on an even distribution of air bubbles to the surface of the concrete. There is general opinion that worked surfaces, such as bridge decks and pavement slabs, do not have entrained air in the surface concrete. The value of entrained air is therefor lost.

5. Addition of air entraining agent will result in greater variability of cylinder strengths. Mix corrections for air entrained concrete are based on an assumed air content that will be developed. The actual air developed is seldom, if ever, the amount assumed. The mix will therefor be either under corrected or over corrected, resulting in greater variability in the test strengths.

Chart I shows the results of 28 day tests on 35 cylinders submitted from the project. Type of aggregate, type of cement, cement content, and slump are constant within practical production limits. The circled points are averages of strengths at a given air content. The trend curve indicates that it is possible to obtain an average 3300 p.s.i. concrete with 4% air at 6.3 sks. cement per yard. Such an attempt, however, will result in some 4.0% of test results below 3300 p.s.i. A higher cement content would probably raise the trend curve to some extent. Chart II, however, does not show an appreciable rise in the trend curve with 7 sks. per yard.

Chart III shows the same trend obtained on Laboratory made cylinders as on the field submitted cylinders. The 28 day test curve is slightly higher on Chart III, and the variability appears somewhat less. This is probably due to the easier control of the mix in the Laboratory. No difficulty in obtaining 3300 p.s.i. is evidenced in the concrete without air, even at 7 days curing. Twenty-eight day tests will be made about September 24.

It has been suggested that excessive dirt on the coarse aggregate is the cause of low strength. Samples of the "dirty" aggregate were submitted for test. These samples had 1.0% and 0.6% material passing the #200. These values indicate the material is not clean, but is within specifications, and is not considered excessively dirty. The "dirty" material submitted was divided and one portion thoroughly washed. Concrete specimens were made of the washed and unwashed portions. Seven day test results are shown on Chart III. These 7 day strengths would indicate that the 28 day strengths will be below 3300 p.s.i. The 28 day strengths will be tested about September 24.

It appears obvious that 6.3 sk. per yard concrete cannot be made with the subject aggregates at any air content without a large percentage of test results below 3300 p.s.i. A higher cement content would probably decrease the percentage below 3300 p.s.i. but the value of any air in concrete with cement content above 6.3 sks. is questionable. Further, the purpose of entrained air is increased resistance to cycles of freezing and thawing and to reactive aggregates. Reactive aggregates are non existent in the sources considered and, the number of freezing and thawing cycles are relatively non existent in the locality considered. It is the opinion of this office that the strength obtained on non air entrained concrete far outweighs any possible advantages that could be obtained with entrained air, low strengths, and high variability in strengths in structure decks and continuously reinforced concrete slabs.

It is therefor recommended that authorization be obtained to strike the requirement for entrained air in concrete rade of aggregate from subject sources for subject projects.

O.A. White

O. A. WHITE
Engineer of Materials & Research

OAW:zr

cc: Klaboe
Shaw
Merchant
Rear
Glenn

RECEIVED
SEP 13 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Chart I.

Concrete Cylinders
Field Submitted
Greve Creek Aggregate

Yield- 6.3 SK.
Cement- Ideal Type I
Slump- 3.0" To 3.75" Reported
Test- 28 Day Strength
Number Specimens-35

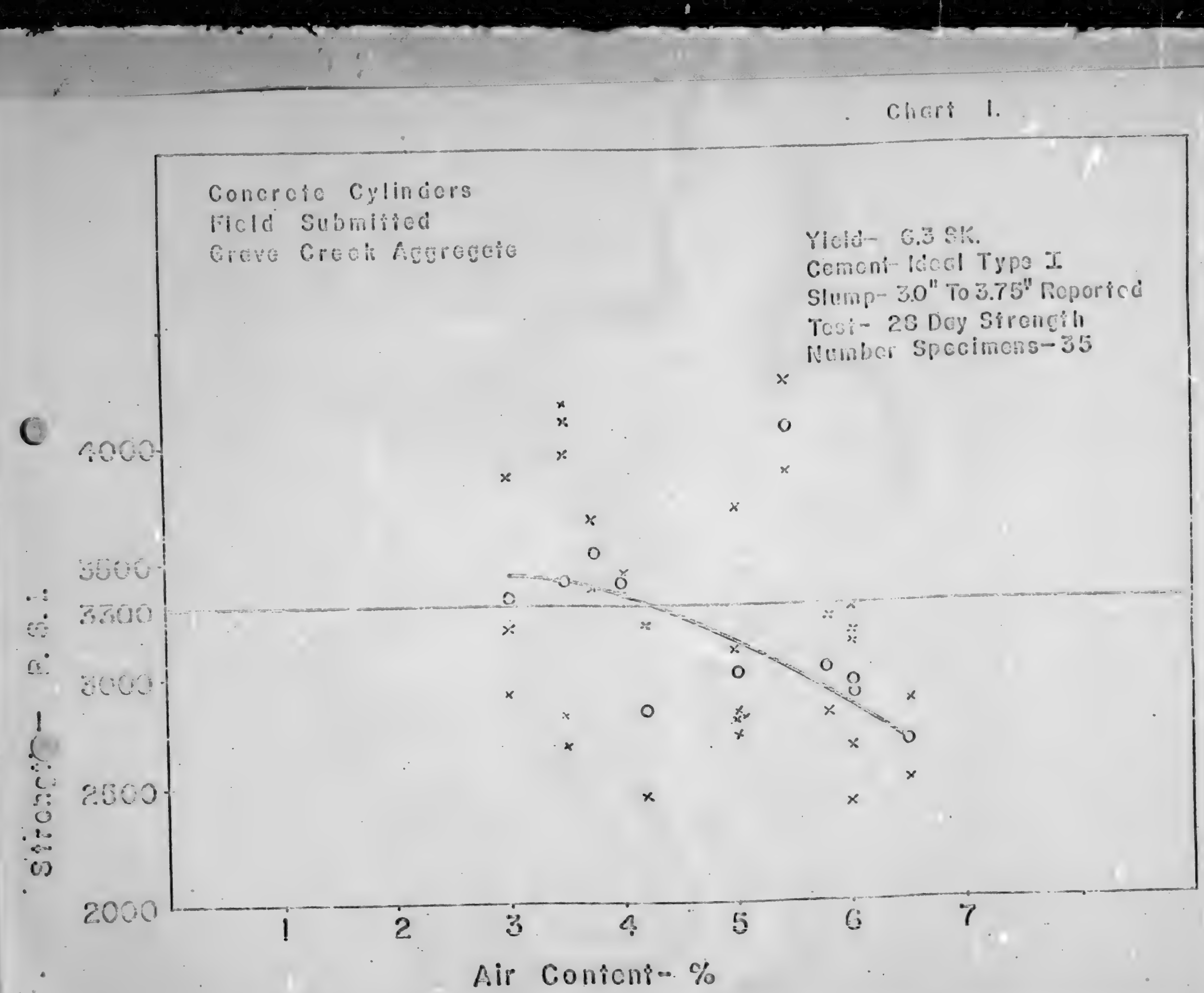


Chart 2.

Concrete Cylinders
Field Submitted
Cow Creek Aggregate

Yield- 7.0 SK.
Cement- Ideal Type I
Slump- 4" Reported
Test- 28 Day Strength
Number Specimens- 9

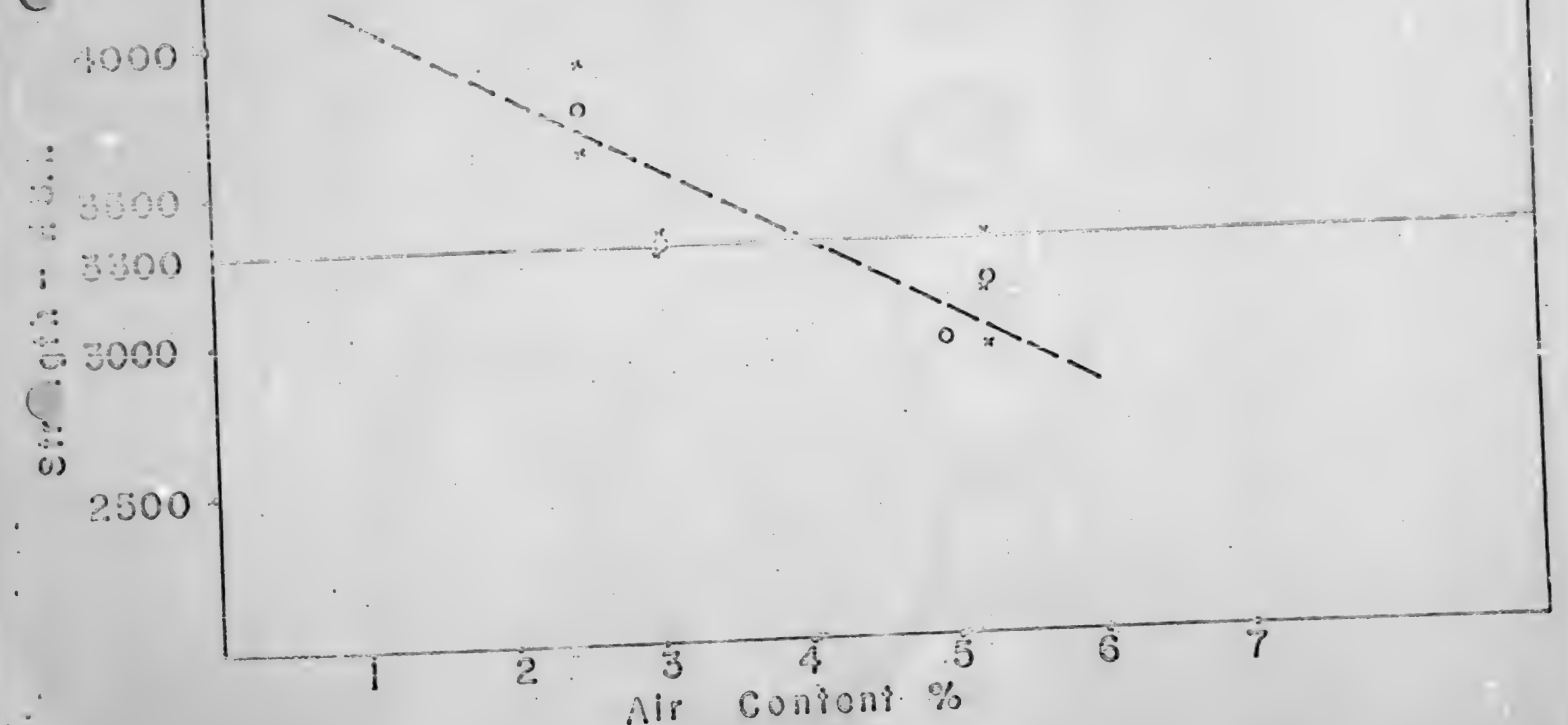
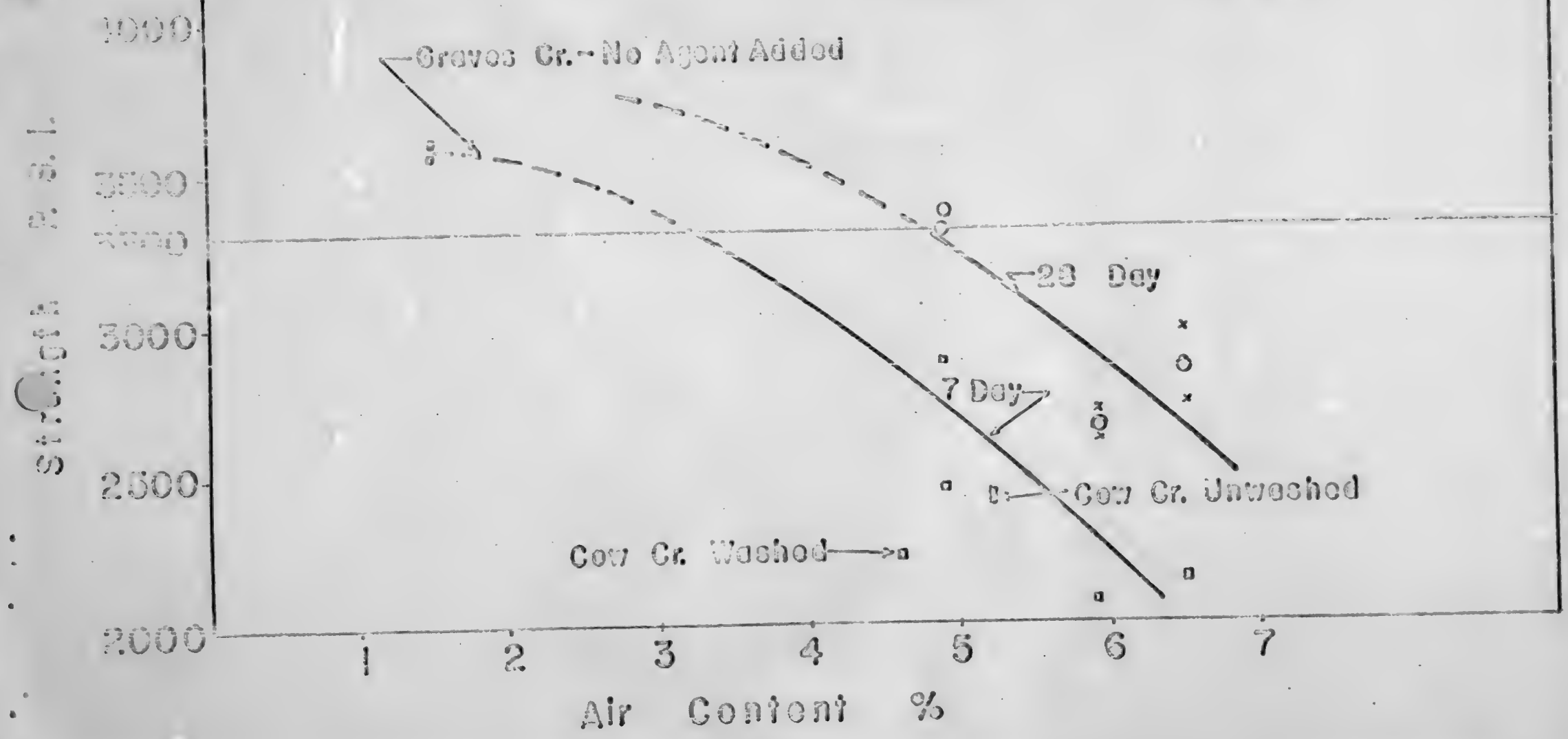


Chart 3.

Concrete Cylinders
Laboratory Made

Yield - 6.3 SK.
Cement- Ideal Type I
Slump- 2.5" To 3.0" Measured
Tests- 7 Day- - 9 Specimens
28 Day- - 6 Specimens
Unidentified- Graves Cr.
7 Specimens Not yet tested
28 Day



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OCT 8 - 1965
FOR FILING

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date SEP 23 1965 By W S Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

Form E-306—5M

I-5-2 (42) 76

6519

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Glendale Junction-Coyote Creek Section Date Sept. 20, 1965

Highway Pacific Contract No. 6519

County Douglas and Josephine Prefix 617-1063

Contractor Roy L. Houck Sons' Corp. F. A. Project No. I-5-2(42)76

Address P. O. Box 671, Salem, Oregon Order No. 1 - Supplemental

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Flagging

Location by station numbers:

407+97.55 through Equa. 714+61.46 P.T. Bk. = 209+77.09 Ah. to 224+00.

Estimate of quantities and cost:

Previously Authorized	$ 20,000.00
Additional Requested:	
Labor	20,000.00
Total	$ 40,000.00

Net increase in cost - $20,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The performance of flagging work and compensation therefor, shall be in accordance with the Standard Specifications for Highway Construction, Issue of 1964.

Work covered by the original order was started Feb. 26, 1965

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,257,696.44
Present estimate of project cost, including $20,000.00 for work under this order	$5,257,696.44
Expected ~~under-run~~ over-run amount	$ None
Expected ~~under-run~~ over-run per cent	None

Space to right of this line for use of Salem Office

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond, For Construction Engineer or ---Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, --Assistant State Highway Engineer or Office Engineer.

State Printing

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OCT 8 - 1965
FOR

Form R-300-4M

I-5-2(42) 71

6519

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date SEP 20 1965 By ME Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Glendale Junction-Coyote Creek ... Date September 14, 1965

Highway Pacific ... Contract No. 6519

County Douglas and Josephine ... Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation ... F. A. Project No. I-5-2(42)76

Address P. O. Box 671, Salem, Oregon ... Order No. 7 - Supplemental

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Pioneering, Slide Correction

Location by station numbers:

Ls 590 to Ls 600 Right

Estimate of quantities and cost:

Previously Authorized	$2,000.00
Additional Requested:	
Labor	1,334.00
Equipment Rental	666.00
Total	$4,000.00
Net increase in cost	$2,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work made necessary by sliding of cut slope. All work performed under this order shall be in accordance with the "Contract Special Provisions" and the "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". Maximum equipment rental rates will be in accordance with the current AGC and State agreement. Adequate funds are provided in the Authorization for slide correction. Approval to proceed with the work covered by the original order (over)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,257,696.44
Present estimate of project cost, including $2,000.00 for work under this order	$5,257,696.44
Expected under-run / over-run amount	$ none
Expected under-run / over-run per cent	none

Space to right of this line is for use of Salem Office

Submitted by: /s/ James E. Chaney
Resident Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

was received July 2, 1965. Work covered by the original order was started July 9, 1965.

Anticipated date to start work covered by this supplemental order is September 20, 1965.

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OCT 8 - 1965
FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date Sept 20, 1965 By /s/ M. E. Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

I-5-2(42)76

6519

Project Name Glendale Junction-Coyote Creek Section Date September 14, 1965

Highway Pacific Contract No. 6519

County Douglas and Josephine Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation F. A. Project No. I-5-2(42)76

Address P. O. Box 671, Salem, Oregon Order No. 6 - Supplemental

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Clearing, Slide Correction

Location by station numbers:

Ls 590 to Ls 600 Rt.

Estimate of quantities and cost:

Previously Authorized	$5,000.00
Additional Requested:	
Labor	667.00
Equipment Rental	333.00
Total	$6,000.00
Net Increase in cost	$1,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work necessary to provide a clear area for the flattening of cut slopes to correct a slide condition. All work performed under this order shall be in accordance with the "Contract Special Provisions" and the "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". Maximum equipment rental rates will be in accordance with the current (over)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authoriznation	$ 5,257,696.44
Present estimate of project cost, including $1,000.00 for work under this order	$ 5,257,696.44
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

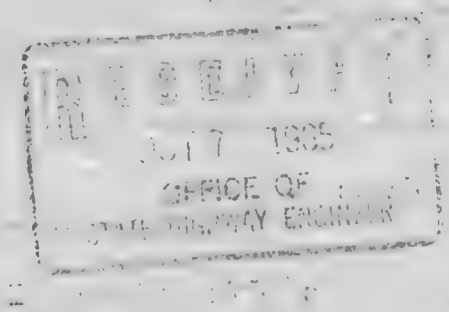
Approval Recommended: /s/ John Quiner, II, Asst. Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, ~~Assistant State Highway Engineer~~ or Office Engineer.

State Printing

A.G.C. and State agreement. Adequate funds are provided in the Authorization for Slide Correction.

Approval to proceed with the work covered by the original order was received July 2, 1965. Work covered by the original order was started July 9, 1965.



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SEP 2 - 1965
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COMMISSIONERS
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-2(42)76

6519

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 27, 1965

Pacific Power and Light Company
COPCO Division
216 West Main Street
Medford, Oregon

ATTENTION: Mr. T. H. Ness

Re: Additional Work - Temporary Move, Unit I
Pacific Power and Light Company
Glendale Jct.-Coyote Creek Section
Josephine and Douglas Counties
Project No. I-5-2(42)76
Contract No. 6519

Gentlemen:

Your estimate and sketch map for the adjustment of the above-captioned facilities on this project, as submitted with your letter of June 17, 1965, have been approved by the State and the Bureau of Public Roads. This work is considered to be a part of the work submitted with your letter of June 1, 1965, on which you were authorized to proceed June 9, 1965. You are, therefore, authorized to proceed with this work as of that date.

Reimbursement for work performed subsequent to June 9, 1965 will be made subject to the provisions detailed in the last paragraph of our letter dated July 6, 1965, which pertained to Unit I of this section.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: Pacific Power & Light Company - Portland

F. B. Klaboe
A. W. Parsons
L. H. Young
C. H. Maison
L. R. Chandler
J. E. Chaney
J. E. Holcomb

RECEIVED
AUG 31 1965

Form DL-12 (1-1-53) (Pres. by A.O. 2[illegible])

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

[illegible]
Salem, Oregon 97301

I-5-2(42)76
6519

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 26, 1965

In reply refer to: 08-35.4-DB

FROM : A. E. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(42)76
Glendale Jct.-Coyote Creek Section
Pacific Power & Light Co. Utility Adjustment

As requested by Mr. Litchfield's August 17 letter, the use of the contract method is satisfactory since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces.

It is understood that the work is completed, however, in the future the Appendix A clauses of your May 7, 1965 Civil Rights Assurances must be made part of the contract between the utility and the contractor.

REFERRED TO
Young - Litchfield
[illegible] STATE HWY. ENGR.
8-31-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 23 1965

Form CD-121 (11-63) (Pres. Adj. A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

I-5-2(42)76

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6519

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: August 20, 1965

In reply refer to: 08-35.EC

By: M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(42)76
Glendale Jct.-Coyote Creek Section
Pacific Power & Light Co.
Utility Adjustment Unit I

We have reviewed the sketch and estimate for the temporary move of the above-mentioned utility and the utility's letter dated July 23, 1965, transmitted with Mr. Litchfield's August 11, 1965 letter and hereby approve the adjustment as described.

Authorization to proceed with this work is considered to be that of the original authorization.

REFERRED TO
Litchfield-Young
BY ASST. STATE HWY. ENGR.
5-25-65

RECEIVED
AUG 24 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 20 1965
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
NEDFORD
KENNETH N. PRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6519

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 17, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Contract Labor for Clearing
Glendale Jct.-Coyote Creek Section
Pacific Highway - Josephine County
Project No. I-5-2(42)76
Contract No. 6519

Dear Sir:

At the time Pacific Power and Light Company prepared their estimate and sketches for this project it was anticipated they would be able to perform the clearing and tree trimming involved with their own forces. They included the estimated cost in the labor figure for the project.

However, previous commitments of their construction crews will necessitate the use of Stevens Tree Surgery Company to accomplish this work.

The estimated cost for the required clearing and trimming is $3,403 with the State paying 21.2% of the work performed on Unit I and 81.5% of that performed on Unit II.

Two copies of a continuing contract between Pacific Power and Light Company and Stevens Tree Surgery Company of Portland were submitted to your office with the writer's letter of March 19, 1965, which concerned Project No. I-5-3(54)121.

Since the company is not adequately staffed to perform this work in addition to their normal construction program and they have a continuing contract with Stevens Tree Survery Company, the use of the contract method is in the public interest and your approval is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
AUG 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

PGP:bjm

cc: F. B. Klaboe
L. H. Young
C. H. Maison

NOTED
F.B. KLABOE

-128X 50M 2-65

RECEIVED
AUG 13 1965
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID E. [illegible]
PORTLAND

6519

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 11, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Additional Work - Unit I
Pacific Power & Light Company
Glendale Jct.-Coyote Cr. Section
Josephine and Douglas Counties
Project No. I-5-2(42)76
Contract No. 6519

Dear Sir:

Herewith you will find the following data pertaining to this project:

(1) Two copies of the company's estimate of cost for making this additional move, dated June 17, 1965.

(2) Two copies of Mr. Holcomb's letter of June 29, 1965 to the company.

(3) Two copies of the company's letter of July 23, 1965.

(4) Two copies of Mr. Holcomb's letter dated July 26, 1965 which reviews the negotiations between the State and the company on this matter.

(5) Two copies of a sketch map prepared by the company showing the work to be done.

As pointed out in Mr. Holcomb's above-mentioned letters, the temporary move is necessary to remove the company's facilities from conflict with the contractor's operations until such time as the frontage road is completed. At that time, the poles will be permanently relocated along the frontage road as set forth in the plans and estimate attached to the company's letter of June 1, 1965, approval of which was included in your letter of June 9, 1965.

An X-Permit covering this section was submitted to your office for approval with Mr. Hagemann's letter of July 21, 1965. This permit detailed the company's facilities in their permanent position through this area.

Your approval of this additional work with the State to reimburse the company 21.2% of the actual cost of this temporary move as evidenced above is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

Enc.

PGP:fp
cc F. B. Klaboe
V. L. Gallagher (2)

NOTED
F. B. KLABOE

RECEIVED
AUG 13 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 12 1965
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 30 1965 By A. Doe
Title Engr. Coordinator
U.S. Bureau of Public Roads

Project Name Glendale Junction-Coyote Creek Section
Date July 26, 1965
Highway Pacific
Contract No. 6519
County Douglas and Josephine
Prefix 617-1063
Contractor Roy L. Houck Sons' Corporation
F. A. Project No. I-5-2(42)76
Address P. O. Box 671, Salem, Oregon
Order No. 8

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Slide Correction: Remove unstable material from cut slopes and inlay with block rock at locations as directed by the engineer.

Location by station numbers:

Throughout project: 407+97.55 through Equation 714+61.46 P.T. Bk. = 209+77.09 P.O.T. Ah. to 224+00.

Estimate of quantities and cost:

Equipment rental	$3,200.00
Labor	1,400.00
Net Cost	$4,600.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work made necessary by the pop-out sliding within cut slopes throughout the project. All work performed under this order shall be in accordance with the "Contract Special Provisions" and the "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". Maximum equipment rental rates will be in accordance with the current A.G.C. and State agreement.

Anticipated date to start work covered by this order is August 2, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,257,696.44
Present estimate of project cost, including $4,600.00 for work under this order	$5,257,696.44
Expected ~~under-run~~ over-run amount	$None
Expected ~~under-run~~ over-run per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ James E. Chaney
Resident Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. R. Chandler
Division Engineer

NOTED
E. B. KLABOE

Approved /s/ L. H. Young
Deputy State Highway Engineer.
~~Assistant State Highway Engineer~~ or
Office Engineer.

State Printing

young 8-12-65

RECEIVED
JUL 29 1965

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date _____ By _____
Title Asst. Engineer
U.S. Bureau of Public Roads

FOR FILING
I-5-2(42)76

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name: Glendale Junction-Coyote Creek Section — Date: July 6, 1965
Highway: Pacific — Contract No.: 6519
County: Douglas and Josephine — Prefix: 617-1063
Contractor: Roy L. Houck Sons' Corporation — F. A. Project No.: I-5-2(42)76
Address: P. O. Box 671, Salem, Oregon — Order No.: 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Clearing, Slide Correction

Location by station numbers:

Ls 590 to Ls 600 Rt.

Estimate of quantities and cost:

Labor	$ 3,328.00
Equipment Rental	1,672.00
Net Cost	$ 5,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work is necessary to provide a clear area for the flattening of cut slopes to correct a slide condition. All work performed under this order shall be in accordance with the "Contract Special Provisions" and the "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". Max. equipment rental rates will be in accordance with the current AGC and State agreement. Adequate funds are provided in the Authorization for Slide Correction. Approval to proceed with this work was received July 2, 1965. Anticipated date to start work covered by this order is July 7, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 5,257,696.47
Present estimate of project cost, including $ 5,000.00 for work under this order	$ 5,257,696.47
Expected ~~under-run~~ over-run amount	$ None
Expected ~~under-run~~ over-run per cent	None

Space to right of this line for use of Salem Office

Submitted by: /s/ James E. Chaney — Resident Engineer

Approval Recommended: /s/ John A. Bond — For Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Jay B. Boyd — Asst. Division Engineer

Approved /s/ L. H. Young — Deputy State Highway Engineer, ~~State Highway Engineer~~ Office Engineer.

State Printing
Young 7-29-65

RECEIVED
JUL 29 1965

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 2 1965
U.S. Bureau of Public Roads

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

F.O. FILING
I-5-2(42)76

Project Name Glendale Junction-Coyote Creek Section Date July 6, 1965

Highway Pacific Contract No. 6519

County Douglas and Josephine Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation F. A. Project No. I-5-2(42)76

Address P.O. Box 671, Salem, Oregon Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Pioneering, Slide Correction

Location by station numbers:

Ls 590 to Ls 600 Rt.

Estimate of quantities and cost:

Labor	$1,334.00
Equipment Rental	666.00
Net Cost	$2,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work made necessary by sliding of cut slope. All work performed under this order shall be in accordance with the "Contract Special Provisions" and "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". Maximum equipment rental rates will be in accordance with the current A.G.C. and State Agreement. Adequate funds are provided in the Authorization for Slide Correction. Approval to proceed with this work was received July 2, 1965. Anticipated date to start work covered by this order is July 12, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$5,257,696.44	
Present estimate of project cost, including $2,000.00 for work under this order	$5,257,696.44	
Expected over-run amount	none	
Expected over-run per cent	none	

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Jay B. Boyd, Asst. Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Young 7-29-65

FORM E-123X 50M 2-65

RECEIVED
JUL 7 - 1965
FOR E.I.

COMMISSIONERS
GRENTZ L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. TRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-2(42)76

6519

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 6, 1965

Pacific Power and Light Company
COPCO Division
216 West Main Street
Medford, Oregon

Re: PP&L Adjustment (Remainder of Unit #1)
Glendale Jct.-Coyote Creek Section
Pacific Highway - Josephine County
Project No. I-5-2(42)76 - Contract No. 6519

ATTENTION: Mr. T. H. Ness

Gentlemen:

Our letter of April 16, 1965 authorized you to proceed with work in the Azalea Interchange as submitted with your letter of March 29, 1965, effective April 8, 1965.

NOTED
F. B. KLABOE

Your estimate and sketch map submitted with your letter of May 25, 1965 covering work at Glendale Interchange and performed under our work order dated April 28, 1965, have been approved by the State and the Bureau of Public Roads. This will confirm your verbal authorization to proceed with this work effective April 30, 1965.

Your estimate and sketches for the adjustment of the remainder of your facilities on Unit #1 of this section, as submitted with your letter of June 1, 1965, have been approved by the State and the Bureau of Public Roads. You are authorized to proceed with this work as of June 9, 1965.

Reimbursement for work performed subsequent to April 30, 1965 and June 9, 1965 as detailed above will be made subject to the provisions of PPM 30-4 and all supplements thereto upon receipt of your statement of charges. Please be sure to designate beginning and completion dates for each phase of this work, as outlined above, in your bill. It will also be necessary for you to execute the X-Permit, which has been sent to you under separate cover.

Very truly yours,

PGP:bjm

F. D. Morgan
Construction Engineer

By

Phil G. Preston
(for) T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
JUL 6 1965
OFFICE OF
STATE HIGHWAY ENGINEER

cc: Pacific Power & Light Co.
Portland, Oregon

A. W. Parsons
F. B. Klaboe
L. H. Young
C. H. Maison
L. R. Chandler
J. E. Chaney
R. L. Lammert
J. E. Holcomb

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

I-5-2(42)76

6519

APPROVED A
Contingent upon modification of project agreement if additional funds are required.
Date JUN 29 1965 By V. E. Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name ...Myrtle Creek Junction-Coyote Creek Section... Date June 23, 1965

Highway Pacific Contract No. 6519

County Douglas and Josephine Prefix 617-1063

Contractor [illegible] Song' Corporation F. A. Project No. I-5-2(42)76

Address P. O. Box 671, Salem, Oregon Order No. 5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Remove and replace approximately 150 lin. ft. of Type 2 Fence, remove and dispose of three small trees, relocate small shed approximately 6' x 6' in dimension, remove and dispose of approximately 6' x 6' concrete shed foundation, construct inlet ditch into 36-inch culvert pipe as shown on the plans and construct diversion dike approximately 3' deep with a 2' top width.

Location by station numbers:

656+75 Lt. R/W File No. 36740

Estimate of quantities and cost:

Equipment Rental	$277.00
Labor	304.00
Net Cost	$581.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Right of Way Obligation, File No. 36740. See Memo to File dated May 24, 1965 by Mr. F. W. Reid, Right of Way Agent.

All Work performed under this order will be in accordance with the "State of Oregon Standard Specifications for Highway Construction, Issue of 1964" and the "Contract Special Provisions". Maximum equipment rental rates will be in accordance with the current A.G.C. and State agreement. Work covered by this order has not been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,257,696.44	Space to right of this line is for use of Salem Office
Present estimate of project cost, including $ 581.00 for work under this order	$5,257,696.44	
Expected [illegible] over-run amount	$ none	
Expected [illegible] over-run per cent	none	

Submitted by: /s/ James E. Cheney Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II Asst. Division Engineer

Approved /s/ L. H. Young Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Sent to Young 7-19-65

RECEIVED
JUN 23 1965

Form CD-121
(1-63)
(Plst. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

FOR FILE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE.
Salem, Oregon 97301

I-5-2(42)76

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 9, 1965

In reply refer to: 08-35.EC

6214

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

M E Martin

copy to Litchfield 6-15-65

SUBJECT: Oregon Project I-5-2(42)76, Glendale Jct.-Coyote Creek Section
Pacific Power & Light Company
Company Utility Adjustment

Our memorandum dated November 16, 1964 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

Our April 8, 1965 memorandum approved the plans and estimate for the Azalea Interchange portion of Unit I, and authorized you to proceed with this portion effective that date. You received our verbal approval of the plans and estimate and authorization to proceed with the Glendale Interchange portion of Unit I on the basis of the evidence provided with your work order dated April 28, effective April 30, 1965.

Your proposed agreements for the above two portions were found satisfactory, as evidenced by your December 22, 1964 Staff Attorney's letter and the Utilities March 29 and May 24, 1965 letters and the aforementioned April 28, 1965 work order. Also the proposed agreement for the remainder of Unit I is considered satisfactory, however, approval of this agreement as well as the above mentioned agreements shall be withheld pending submission of a fully executed permit covering access rights.

We hereby approve the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated June 7, 1965.

Our program memorandum dated October 20, 1964 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the remainder of Unit I for the above-mentioned utility effective on this date. Billing for these three portions should be segregated to show the separate authorization dates, for these three portions of Unit I. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form C-12A (1-63) (Rev. by A.O. of 206-60)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

RECEIVED
JUN 2 1965

FOR FILING

TO : Mr. Forrest Cooper, State Highway Engineer
I-5-2(42)76 Salem, Oregon

DATE: June 1, 1965

In reply refer to: 08-35.2-EC

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(42)76
Glendale Jct.-Coyote Creek Section
California-Pacific Utilities Co. Utility Adjustment

NOTED
R. L. PORTER

Our memorandum dated November 16, 1964 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated May 26, 1965.

Your proposed agreement, as evidenced by your Staff Attorney's letters dated November 10, 1964 and January 15, 1965, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letters dated May 13 and 20, 1965, has been reviewed and found satisfactory. Approval of this agreement is withheld pending submission of a fully executed permit covering access rights.

Our program memorandum dated October 20, 1964 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957, and supplements thereto.

RECEIVED
JUN 1 1965

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 14 1965

I-5-2(22)16

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name ..... Date ....., 19.....

Highway ..... Contract No. .....

County ..... Proj. No. .....

Contractor ..... F. A. Project No. .....

Address ..... Order No. 5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Planing, Skid Correction

Location by station numbers:

499+00 to 506+50 Lt.

Estimate of quantities and cost:

Labor	4,500.00
Equipment	2,250.00
Est Cost	6,750.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work necessary to provide a clear area for the extension of slope ext. All work performed under this order will be in accordance with the "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". Maximum equipment rental rates will be in accordance with the current A.G.C. and State agreement. (over)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,694,693.41	
Present estimate of project cost, including $4,750.00 for work under this order	$5,231,666.41	
Expected under-run / over-run amount	$ none	
Expected under-run / over-run per cent	none	

Space to right of this line for use of State

Submitted by: /s/ James T. Gurney
Resident Engineer

Approval Recommended: /s/ J. L. Nelson
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Lindsay
Division Engineer
Asst.

Approved /s/ L. L. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Memorandum in support of motion for order correcting ...
Approval to proceed with work covered by this order was received May 19, 1965.

RECEIVED
JUN 14 1965

Form 2-801 Rev.

FHWA

1-5-2(42)76

6519

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

The Dalles

11-F

Project Name Canyon Creek - Divide Interchange Date June 10, 1965

Highway Pacific

County Wasco

Contractor Ralph L. Smith Lumber Co.

Address Dufur

Contract No. 6519

Prefix 617-1(3)3

F. A. Project No. I-5-2(42)76

Order No. 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Hauling, Slide correction

Location by station numbers:

499+00 to 506+50 Rt.

Estimate of quantities and cost:

Labor	$4,020.00
Equipment	6,620.00
Net Cost	$10,640.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work made necessary by sliding of cut slope. All work performed under this order will be in accordance with the "State of Oregon, Standard Specifications for Highway Construction, Issue of 1964". Maximum equipment rental rates will be in accordance with the current F.H.W.A. and State agreement. Payment for this work is provided in the Cut Quantity for slide correction.

Approved by Federal Highway Administrator, August 12, 1964.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,257,696.44
Present estimate of project cost, including $10,640 for work under this order	$5,257,696.44
Expected under-run / over-run amount	$ none
Expected under-run / over-run per cent	none

Submitted by: /s/ James Wagner
Resident Engineer

Approval Recommended: /s/ J. L. Decker
asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Dimmer III
asst. Division Engineer

Approved /s/ L. N. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

RECEIVED
Form [illegible] 1965
FOR FILING
I-5-2(42)76

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

[illegible] BOARD
[illegible] project [illegible]
[illegible]
Date MAY 1 1965
M. E. Martin
[illegible] Dist. Engineer
U.S. Bureau of Public Roads

6519

Project Name Glendale Junction-Coyote Creek Section Date May 11, 1965.

Highway Pacific Contract No. 6519

County Josephine and Douglas Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation F. A. Project No. I-5-2(42)76

Address PO Box 671, Salem, Oregon Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Clearing

Location by station numbers:

502+00 to 505+00
510+00 to 512+00

Estimate of quantities and cost:

Labor	$872.00
Equipment Rental	635.00
Net Cost	$1,507.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") This work necessary to provide a clear area for the extension of upper benches throughout the cut. Telephone approval to proceed with work was received through the Division Office this date. All work performed under this order will be in accordance with the "State of Oregon, Standard Specifications for Highway Construction, issue of 1964". Maximum equipment rental rates will be in accordance with current A.G.C. and State agreement. It is anticipated that work covered by this order start May 13, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$5,257,696.44	
Present estimate of project cost, including $1,507.00 for work under this order	$5,257,696.44	
Expected ~~under-run~~ over-run amount	$ none	
Expected ~~under-run~~ over-run per cent	none	

Submitted by: /s/ James E. Chaney — Resident Engineer

Approval Recommended: /s/ G. L. Decker — Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II — Asst. Division Engineer

Approved /s/ L. H. Young — [illegible] Engineer of [illegible] Engineer Office

State Printing 6-1-65

RECEIVED
APR 15 1965

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

April 8, 1965

Original signed by
T. Dec
Eng. Coordinator

08-35.2-EC

By:
T. Dec
Engineering Coordinator

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-2(42)76, Glendale Jct.-Coyote Creek Section
Pacific Power & Light Company Utility Adjustment

Our memorandum dated November 16, 1964 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We have previously withheld approval of the agreement pending submission of a fully executed permit covering access rights, and this stipulation is still valid.

We hereby approve the plans and estimate for a portion of Unit #1 within the Azalea Interchange area as furnished with Mr. Litchfield's April 6, 1965 letter.

We note the company's estimate includes an item for interest during construction. This charge is not eligible for Federal-aid participation under the provisions of PPM 30-4. Our program memorandum dated October 20, 1964 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for that portion of Unit #1 within the Azalea Interchange for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

RECEIVED
MAR 18 1965
COMMISSIONERS
FOR FILING

GLEN [illegible] JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

7 (2) 12
6519

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
March 15, 1965

Southern Pacific Company
65 Market Street
San Francisco, California 94105

ATTENTION: Mr. J. A. Holmes

Re: Access Control
Glendale Jct.-Coyote Creek Section
Pacific Highway - Josephine County
Project No. I-5-2(42)76
YOUR FILE: 911/323

Gentlemen:

This is in reply to your letter dated February 12, 1965 in which you detailed the provisions under which you will convey access along your property abutting the highway right of way through this section of the Pacific Highway.

We have reviewed your proposal and description of access and find everything to be satisfactory to the State.

Upon receipt of a Deed which is satisfactory with our Title Section to control access through this area, the State will pay the $100 as you request.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: Southern Pacific Company - Portland

A. W. Parsons
L. P. Shaw
L. H. Young
C. H. Maison
W. T. Wright
L. R. Chandler
J. E. Chaney
J. E. Holcomb

RECEIVED
MAR 17 1965
OFFICE
STATE HIGHWAY

NOTE - A. W. Parsons:

This is considered to be a nominal taking and it is expected to qualify for participation under the terms of IM 21-9-64 dated 12-31-64.

NOTED
LLOYD P. SHAW

TWL

B-2708

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISBEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

February 12, 1965

IN REPLY PLEASE REFER TO

911/323

CONSTRUCTION DIVISION
FEB 15 1965
CE ACE ACE COE

Mr. F. D. Morgan
Construction Engineer
State Highway Department
Salem 10, Oregon

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

Please refer to previous correspondence and your letter December 4, 1964, file Project No. I-5-2(42)76, relating to proposed erection of access control fence on and along our property in vicinity of our station of Wolf Creek.

From the preliminary and construction prints you previously furnished, we note the access control fence proposed will encroach upon railroad property as illustrated on attached print of Oregon Division drawing B-561, Sheet 1, dated January 22, 1965.

We are willing to ask our management for authority to convey access along our property line which abuts highway property where the property access control fence is a common boundry. Our solicitation to management shall include permission for State to erect and maintain the fence on Railroad property, if, in fact, such is the case, which shall preclude the necessity of our conveying to State the sliver of Railroad property involved.

We feel we are not in a position to convey our access where the proposed fence is not to be a common boundry, such as between Highway Engineering Station "L"-655+50 and "C"-669+90±.

As we have previously advised you regarding similar access conveyances at other points, we make a minimum charge of $100. in such matters to cover our handling, document preparation, etc.

We have prepared the following description of our outer property line as mentioned above within limits of which it is proposed to convey Railroad's access:

The Southern Pacific Company relinquishes to State of Oregon, by and through its State Highway Commission, all existing, future or potential, common-law or statutory abutter's easements of access between the property of Southern Pacific Company and the Glendale Junction-Coyote Creek Section of the relocated Pacific Highway in Section 15, Township 33 South, Range 6 West, Willamette Meridian, in Josephine County, as more particularly described as follows:

Beginning at the point of intersection of the southerly line of land of said Railroad with the easterly line of said Section 15, which point is 589.9 feet north of the southeast corner of said Section and opposite Railroad Engineering Station 159+40 distant 100 feet northerly, measured radially from center line of said Railroad's main track, running thence westerly and ending on the southerly line of said land at point opposite Railroad Engineering Station 172+65 distant 100 feet northerly measured radially from center line of said main track.

The Highway right of way referred to herein is bounded on the northerly side by the access control fence shown on Sheets 11 and 12 of the Highway construction plans for the project between Highway Survey "A" Line Station 669+90 and "C" Line Station 683+73.32.

After your review of the proposal, please advise whether or not the terms, conditions and description are satisfactory to you, after which we will arrange to solicit our management for authority to conclude the transaction.

Yours very truly,

J M Williamson
by

End Access Control
OPP. E.S. 172+65

To San Francisco

End control fence

100'

150'

100'

EC

CC T-1

164+76.9

165+96.9

(502.0)
12"x12"x72" Cmp

CC 2°45'

171+05.5

BCT-1

169+85.9

(502.17)
1'+2'x33' Cmp Box

PRESENT

± Proposed Access Road

LEGEND

——— Mauve shows control access line

——·—— Shows S.P.Co. property line

SEC 15
T 36 S.
SEC 14
R 6 W. W B & M

502.3

Wolf Creek 0.3 Mi.

Glendale 5.9 Mi.

CC T-1

100'

100'

Access Road

+35

85'

604.5

PACIFIC

Sec. Cor.

OREGON DI

DRAWING B-5

SHEET NO. 1

BCT-2

CC 5° Rt.

145+83.4

Begin Access Control
Opp. ES 145+25

147+03.5

CC 2°45' Rt.

150+64.5

To Port

℄ Access Con

HWY

150

50'

50'

CREEK

℄ & Relocated Pacific Hwy

WOLF

SOUTHERN PACIFIC COMPA

PACIFIC LINES

SISKIYOU LINE

WOLF CREEK

Relinquish Access Rights
to State of Oregon

Scale 1"=100' LGH January 2

DRAWER

OREGON DIV'N.
DRAWING B-561
SHEET NO. 1

BCT-2

CC 5° Rt.

145+83.4

Begin Access Control
Opp. ES 145+25

147+03.5

CC 2°45' Rt.

150+64.5

To Portland

150

Access control fence

HWY

50'

50'

CREEK

℄ Relocated Pacific Hwy

WOLF

SOUTHERN PACIFIC COMPANY
PACIFIC LINES
SISKIYOU LINE

WOLF CREEK
Relinquish Access Rights
to State of Oregon
Scale 1"=100' LGH January 22, 1965

DRAWER

RECEIVED
MAR 18 1965
FOR FILE

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID D. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6319

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Roseburg, Oregon
March 9, 1965

Roy L. Houck Sons' Corp.
P. O. Box 671
Salem, Oregon 97308

RE: Complaint
Whiting F. Martin
File No. L 4704

Gentlemen:

I enclose a copy of a letter received by our attorney Mr. McKinney by Dudley C. Walton, acting in behalf of Mr. Whiting F. Martin, et ux. You will note that Mr. Walton advises us of a forthcoming claim alleging that your right of way clearing crew has entered upon his lands, have felled trees across the fence between the highway and his fields and that consequently he has no way to keep his stock enclosed. He also claims that it is possible that cows about to calve can eat the tops of the fir trees and possibly cause abortion. He says he will claim damages if this happens. He also advises that he has notified yourselves and us on the premises, about this matter.

Please be advised that such damages, if any, are your responsibility and we suggest that you contact Mr. Martin about this and notify us of the results.

Very truly yours,

L. R. Chandler
DIVISION ENGINEER

LRC:lf
Attach.

cc: J. E. Chaney
F. D. Morgan
F. C. McKinney

Walt's
Copy to Shaw
Neil Mc Morgan
JP

RECEIVED
MAR 15 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

RSB CON 63 3-9-65 11:11

CHANDLER

HEREWITH LETTER FROM DUDLY C WALTON, RE WHITING F MARTIN, ET UX
FILE L-4704

DEAR MR MCKINNEY:

MR WHITING F MARTIN ADVISES ME THAT THE [illegible] OF HIS CLEANING CREW
FOR YOUR CONTRACTOR HAS ENTERED UPON THE [illegible] WHICH YOU SEEK TO
TAKE FROM HIM AND HV FELLED TREES UPON A [illegible] THE
HIGHWAY AND HIS FIELDS. AS HE HAS STOCK IN THESE FIELDS, WITH THIS
FENCE DOWN THERE IS NO WAY FOR HIM TO KEEP HIS STOCK ENCLOSED.

YOU ARE HEREBY PUT ON NOTICE THAT [illegible] WHICH HE MAY SUSTAIN BY
REASON OF THIS ACTION ON YOUR PART WILL BE CLAIMED BY HIM.
YOU ARE FURTHER ADVISED THAT THE TREES [illegible] WHICH HAVE BEEN FELLED
IN SOME OF HIS FIELDS PLACE AVAILABLE TO [illegible] OF HIS STOCK THE
FIR NEEDLES ON THE TOPS OF THE [illegible] TOPS OF THE TREES [illegible] NOX,
IF CONSUMED BY THE COWS SHORTLY TO CALVE, MAY RESULT IN ABORTION.
IF SUCH DAMAGE OCCURS, YOU ARE HEREBY [illegible] MR MARTIN WILL MAKE
~~EXXEMXX~~ CLAIM FOR SUCH DAMAGE.

MR MARTIN HAS NOTIFIED THE CONTRACTOR AND HIGHWAY AUTHORITY ON THE
PREMISES OF THIS MATTER DIRECTLY. THIS LETTER WILL CONSTITUTE OFFICIAL
NOTICE TO YOU TO CORRECT THIS MATTER AND OF THE POSSIBILITY OF THESE
CLAIMS.

VERY SINCERELY YOURS,

DUDLEY C WALTON"

DECKER
DC4.

RECEIVED
FEB 5 1965
FOR FILES

SHAW
WRIGHT

Form CO-131
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 3, 1965

In reply refer to:

FROM : A. W. Parsons, Division Engineer
08-35-EC Salem, Oregon

by T. Dec, Engineering Coordinator

SUBJECT: Availability of Right-of-Way and Authorization to Advertise

In rare instances, such as Project I-5-2(42)76, Glendale Junction-Coyote Creek, projects have been advertised with your special provisions indicating that all the right-of-way would not be available for the contractor's immediate occupancy and use at the anticipated award date in accordance with subparagraph 6e of PPM 21-6.3.

We have been advised that in the future our Regional office will make the determination as to whether such situations "will not seriously interfere with prosecution of the construction work on substantially all of the project in a reasonably economical and orderly manner." Therefore, in order that authorization to advertise will not be delayed on such projects in the future, we suggest that you furnish the right-of-way status report along with advance copies of Sections 8 and/or 100 or your proposed special provisions and justification therefor more than the two working days in advance of our authorization which has been the normal practice in the past.

NOTED
LLOYD P. SHAW

Copy to: Wright
Young
Morgan
Marshall
Crandall
2-4-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 7 1965

Form CO-12a (11-63) (Pres. by A.O. 206 EO)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

DATE: January 5, 1964

In reply refer to: 08-35.EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6519

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-2(42)76
Glendale Junction-Coyote Creek Section

Mr. Edward's December 21, 1964 letter established the support for use of Hinac (F) under Article 525-2.9 of the Special Provisions of this project as required by our November 16, 1964 memorandum.

On the basis that Hinac (F) is a new product with no equivalent product presently available, we are hereby approving its use on this project. Furthermore, evidence from the manufactor indicates that they do not object to the furnishing a guarantee and this is construed to mean that they would normally furnish such a guarantee for their sign surface, therefore Federal participation for Hinac is approved.

Copy Cordell 1-7-65

NOTED
JOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 28 1964

477 Cottage Street, N.E.
Salem, Oregon - 97301

December 22, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

08-35.EC

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-2(42)76
Glendale Jct.-Coyote Creek Section
Pacific N.W. Bell Telephone Co.
Co-axial Cable Adjustment

Mr. Litchfield's December 17, 1964 letter established the need for additional work in connection with the above utility adjustment.

This work will be reimbursed on an actual cost basis estimated to cost approximately $610 as determined by an agreed unit price of $1.85 per cubic yard for approximately 330 cubic yards.

You are authorized to proceed with this work effective December 16, 1964, as requested.

Original To Young
12-28-64

RECEIVED
JAN 20 1965
FOR FILING

I-5-2(42)76

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Concurrent upon authorization of project [illegible] JAN 1-8-1965 [illegible] Engineer U.S. [illegible]

Project Name Glendale Junction-Coyote Creek Date Dec. 22, 1964

Highway Pacific Contract No. 6519

County Josephine-Douglas Prefix 617-1063

Contractor Roy L. Houck Sons' Corporation F. A. Project No. I-5-2(42)76

Address 1158 Chemeketa St., Salem, Oregon 97308 Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Flagging

Location by station numbers:

407+97.55 through Equation 714+61.46 P.T. Bk. = 209+77.09 P.O.T. Ah. to 224+00.

Estimate of quantities and cost:

Labor $20,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The performance of flagging work, and compensation therefor, shall be in accordance with the "Standard Specifications for Highway Construction 1964"

Work covered by this order has not been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$5,257,696.44
Present estimate of project cost, including $20,000.00 for work under this order	$5,257,696.44
Expected ~~under-run~~ over-run amount	$ None
Expected ~~under-run~~ over-run per cent	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ James E. Chaney, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ L. W. Rulien, Division Engineer

Approved /s/ L. H. Young, ~~Deputy State Highway Engineer, Assistant State Highway Engineer~~ or Office Engineer.

State Printing Copy To Young 1-20-65

RECEIVED
JAN 27 1965
FOR FILING

MISC. (M)
AGREEMENT 2784

3-2(4) 1/c
6519

Salem, Oregon
December 21, 1964

NOA

Throughway Agreement
Glendale Junction-Coyote Creek Section
Pacific Highway No. 1
Douglas County

Mr. H. S. Cox
County & City Engineer
B u i l d i n g

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of a throughway agreement with Douglas County covering the Glendale Junction-Coyote Creek Section of the Pacific Highway in Douglas County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Douglas County.

Secretary

rn
Attach: 1

RECEIVED
DEC 21 1964
FOR FILING
6417

December 21, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Your File: CS-35.2-EC

Dear Sir:

Reference is made to your letter of November 16 pertaining to Project I-5-2(42)76, Glendale Junction-Coyote Creek Section Grading, Paving, Structures and Signing. Particular reference is made to that portion pertaining to the use of Hinac as a sign finish.

Hinac, admittedly a proprietary item, is a new material which shows great promise as a sign finish and appears to be superior to porcelain enamel in terms of color-fastness and longevity. No equal material is available at the present time. If an equal material should become available in the future, we would include it in our specifications. In the interim, permission is requested to continue the specification of Hinac.

In regard to the guarantee clause, there is attached a copy of a letter from the Kemcolite Corporation, the supplier of the Hinac-finished panels, stating the position on this subject. The guarantee is furnished to the State Highway Department by the Kemcolite Corporation.

Very truly yours,

Attachment

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
L. H. Young

VPJ:pk jwa

Form CD-121 (11-63) (Prev. Ed. A.O. 204-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

DATE: November 16, 1964

In reply refer to: 08-35.2-EC

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-5-2(42)76
Glendale Jct.-Coyote Creek Section
Grading, Paving, Structures & Signing

NOTED
LLOYD P. SHAW

P. S. & E. documents for the subject project are hereby approved with the understanding that you will make any corrections found necessary on completion of our review. Our earlier memorandum of this same date has been reconsidered based on Mr. Young's reply and you are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired or rights-of-entry obtained, with relocation advisory assistance provided, and further that control of access rights has been obtained with the exception of those involved with utilities as indicated in Mr. Moehring's November 9, 1964 report and Mr. Young's November 16, 1964 letter, except for 25 parcels on which negotiations are in progress or condemnation suits will be filed prior to award. Five of these parcels involve improvements which preclude availability for the contractor's occupancy and use prior to award. Though Mr. Young's letter of this same date did not so indicate, it is understood that there is an urgent need to advance the project to the physical construction stage in order to meet the publicly announced goal of having Interstate Route 5 completed to at lea: four lanes by 1966. The Canyonville-Coyote Creek section represents the major segment of construction to be undertaken to meet this objective. Three other projects in this section are scheduled for the January and April 1965 lettings, therefore earlier letting of this project would serve to alleviate AGC protests regarding the volume of work involved for early completion as well as provide for a distribution of the bid estimate preparation and construction planning workload. Under these circumstances as supplemented by Mr. Young's letter, requirements regarding the availability of right-of-way are being waived as being in the public interest. Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, including access rights which may be in court action.

O'Neil
Chase
Morgan
Bolduc
Wright
Litchfield
Murchison
Hall

You were authorized to proceed with Pacific Northwest Bell utility adjustment on November 6, 1964. Authorization to proceed with the remaining reimbursable utility adjustments is withheld until utility plans, detailed estimates, permits or other documents eliminating access

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

rights are furnished to and approved by this office. You indicate that the estimated completion date for these adjustments is February 28, 1965.

In addition to the comments regarding corrections in our earlier memorandum of this same date, your representatives also have indicatdd that consideration will be given to reduction of the 60-foot roadway width of the structure on the South Wolf Creek interchange frontage road (FR-2 line).

The use of the Standard Specifications for Highway Construction - 1964, is approved for use on this specific project subject to the following limitations: The proprietary reference to AWPA Standard Specifications under Articles 421, 520 and 731 is not approved under the provisions of paragraph 5d of PPM 40-3.1. A special provision or supplementary standard specification should be submitted to assure Federal participation in bid items for which wood preservatives are used with reference to AWPA.

The use of Hinac (F) under Article 525-2.9 is deemed a proprietary reference and cannot be approved under paragraph 5d of PPM 40-3.1. Furthermore, your special provision under this same article requires a warranty or guaranty of the finish. This guaranty prohibits Federal-aid participation under paragraph 5f of PPM 40-3.1 for any bid item for which Hinac is used unless it can be established that it is normal trade practice to furnish a guaranty, that the guaranty is turned over to you and that the extent of such guaranty is not a factor in selecting the successful bidder.

The use of your Standard Specifications for Asphalt Cements (Revision of March 1964) is approved for use on this specific project.

The use of the Division I - General Requirements, Article 8-1 Subletting, dated 12-1-64; Section 215 - Plantmix Stone Base, dated 12-1-64; Section 315 - Plantmix Bituminous Base, dated 12-1-64; Section 415 - Riprap, dated 12-1-64; and Section 520A - Painted Wood Sign Posts, dated 12-1-64, Supplemental Standard Specifications is approved for use on this specific project.

NOTED
LLOYD P. SHAW

The use of your "wide" ditch section with optional modification as required for drainage is approved for use on this specific project.

The pavement type selection for the project is accepted on the basis of documentation attached to your June 19, 1964, "Project Base Design" sheet. Stage construction of the pavement is acceptable on the basis of this design, with modifications to be made on the existing pavement as outlined in Mr. Decker's letter of this same date. Eligibility of the future 2-inch overlay for financing with Interstate funds is thereby established, provided the work is completed within the statutory time limit set for completion of the Interstate system and provided sufficient apportioned FAI funds are available for expenditure for such work at the time the work is authorized.

-- (more)

Mr. Young's November 12, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

NOTED
R. CRANDALL

NOTED
LLOYD P. SHAW

RECEIVED
NOV 20 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 24 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. PRIDDY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6519

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 17, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Special Backfill Material
Co-axial Cable Adjustment
Glendale Jct.-Coyote Creek Section
Pacific Highway
Josephine County

Dear Sir:

Attached you will find the following data pertaining to this subject:

(1) Pacific Northwest Bell Telephone Company's letter of 12-11-64, explaining the need for the extra work.

(2) Mr. Barnhart's letter of 12-15-64 establishing the unit price for the backfill material at $1.85 per cubic yard.

This matter was discussed with your Mr. Riedl and our Mr. Juve. Mr. Juve determined the bid price of base material on this project was $1.75 per ton or approximately $2.50 per cubic yard. Based on this, the company's bid of $1.85 per cubic yard in place is a reasonable figure.

Mr. Riedl agreed this was additional work not anticipated in Pacific Northwest Bell Telephone Company's contractor's original bid of $6,400.00.

Your formal approval and authorization to proceed with this additional work effective December 16, 1964 is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm
Attachments

cc: L. P. Shaw
D. B. Parkes
P. R. Barnhart

FORM H-129

RECEIVED
DEC 17 1964
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
PENDLETON
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-5-3(42)76
6519

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD J. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10
December 16, 1964

Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

Gentlemen:

The State Highway Commission on December 15, 1964, awarded to you State Highway Contract No. 6519 for the following project:

Grading, paving, structure and signing on Glendale Jct.-Coyote Cr. Section of Pacific Highway in Douglas and Josephine Counties.

This award was based on your low bid of $4,520,307.95 which was submitted to the Commission on December 8, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. M. Young
E. G. Savage (SIAC)
I. D. Merchant

fp

Form CD-121
(11-62)
(Prom. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon - 97301

DATE: December 15, 1964

In reply refer to: 08-35.2-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-2(42)76
Glendale Jct.-Coyote Creek Section
Grade, Pave & Structure

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry and access rights with the exception of those involved with utilities and railroads have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6519 to Roy L. Houck Sons Corp. of Salem, Oregon, low bidder in the amount of $4,520,307.95 at the December 8, 1964 bid opening.

NOTED
LLOYD A. YOUNG

RECEIVED
DEC 22 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Copy To Young
12-22-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 15 1964
FOR FILING

December 14, 1964

Oregon State Highway Commission

Gentlemen:

Presented as an HOA item for your consideration at the December 15 Commission meeting will be a thruway agreement with the Douglas County Court pertaining to the Glendale Junction-Coyote Creek Section of the Pacific Highway No. 1 (I-5) in Douglas County.

This agreement provides for construction of freeway in Douglas County including the Glendale Interchange. It further provides for reconstruction of the Glendale Road to connect to said interchange as well as various road closures.

Upon completion of the project, the County will assume maintenance, jurisdiction, and control of the reconstructed Glendale Road lying northerly of the Glendale Interchange.

Your approval is recommended and your authority requested for the Secretary's signature for and on behalf of the Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
H. S. Cox
L. R. Chandler

DNH:eb fn

RECEIVED
DEC 11 1964
FOR FILE
I-5-2(42)76
6519

477 Cottage Street, N.E.
Salem, Oregon - 97301

December 9, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. F. D. Morgan

08-35.6

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-2(42)76
Glendale Jct.-Coyote Creek Section

Your letter of December 7, 1964, with crosssections, satisfactorily explain the reason for the apparent over-width of the structure on the FR-2 line in the South Wolf Creek Interchange area.

We recommend, therefore, that you proceed with construction of the structure as shown on the contract plans.

NOTED
LLOYD P. SHAW

RECEIVED
DEC 10 1964
OFFICE OF
STATE HIGHWAY ENGR.

Original to Morgan
12-11-64
Copy To Young
12-11-64

RECEIVED
DEC 21 1964
FILING

COMMISSIONERS
GLENN JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 4, 1964

Southern Pacific Company
65 Market Street
San Francisco, California 94105

ATTENTION: Mr. J. A. Holmes

Re: Access Control
Glendale Jct.--Coyote Creek Section
Pacific Highway - Josephine County
Project No. I-5-2(42)76
YOUR FILE: 323-3

Gentlemen:

This is in reply to your letter of November 10, 1964 concerning this subject. Herewith for your information and use you will find a portion of our right of way map #8B-30-1 on which the existing Pacific Highway has been shown for the purpose of negotiating an agreement for the control of access between the relocated Pacific Highway and your right of way.

To conform to Federal regulations for Interstate Highways, it will be necessary to eliminate all direct access between the Interstate right of way and the Southern Pacific Company right of way. This will be done by constructing a fence as shown on Sheets 10, 11 and 12 of the construction plans which were sent to you with our letter of November 24, 1964.

Access to your right of way will remain available via the existing frontage road shown on the attached drawing which intersects the existing Pacific Highway at Station 697. Access to the existing Pacific Highway from the freeway will be available from the North and South Wolf Creek Interchanges. These are shown on the attached drawing and on sheets 11, 12 and 13 of the construction plans.

Please prepare an agreement which contains the following provisions:

> The Southern Pacific Company relinquishes to the State of Oregon, by and through its State Highway Commission, all existing, future or potential, common-law or statutory abuttor's easements of access between the right of way of the Southern Pacific Company and the Glendale Junction-Coyote Creek Section of the relocated Pacific Highway between

NOTED
LLOYD P. SHAW

Railroad Station _____, said Station being _____ feet north and _____ east of the south-east corner of Section 15, Township 33 South, Range 6 West, W.M., to Railroad Station _____ in said Section 15. The right of way referred to herein is bounded on the northwesterly side by the access control fence as shown on Sheets 11 and 12 of the construction plans for this project between highway "L" Line Station 655+50 and "C" Line Station 683+73.32.

We have marked the limits of access relinquishment as "begin access control" and "end access control" on the attached drawing. Since you have the necessary information pertaining to your stationing and its relation to the section corners, please supply the information omitted from the above description.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

Attachments

cc: Southern Pacific Company - Portland

A. W. Parsons
L. P. Shaw
L. H. Young
C. H. Maison
W. T. Wright
L. R. Chandler
J. E. Chaney
P. R. Barnhart

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DEC 7 1964
OFFICE
STATE

8

2-62

S-2668

Southern Pacific Company

IN REPLY PLEASE REFER TO

UNION STATION, PORTLAND, OREGON 97209

A. W. KILBORN
SUPERINTENDENT

November 10, 1964

323-3

Mr. F. D. Morgan
Construction Engineer
State of Oregon
State Highway Department
Salem 10, Oregon

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

Referring to your letter October 12 transmitting preliminary plans for Glendale Jct.-Coyote Creek Section, Pacific Highway, Josephine County.

Since the only apparent encroachment on Southern Pacific Company property will be the construction of right-of-way fence at Wolf Creek, we will not require railroad protective insurance. However, suggest that the location of the fencing on our right of way be covered by appropriate agreement.

Yours truly,

A W Kilborn

CONSTRUCTION DIVISION
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NOV 1[illegible] 1964

104-450
109-525

2.6 Ac. Lt. ±

36739
1.35 Ac.

100'

190'

19.7 Ac. Lt. ±

(RA) 36740
0.78 Ac.
RW 25793
239-177

50°52'W

555'

110'

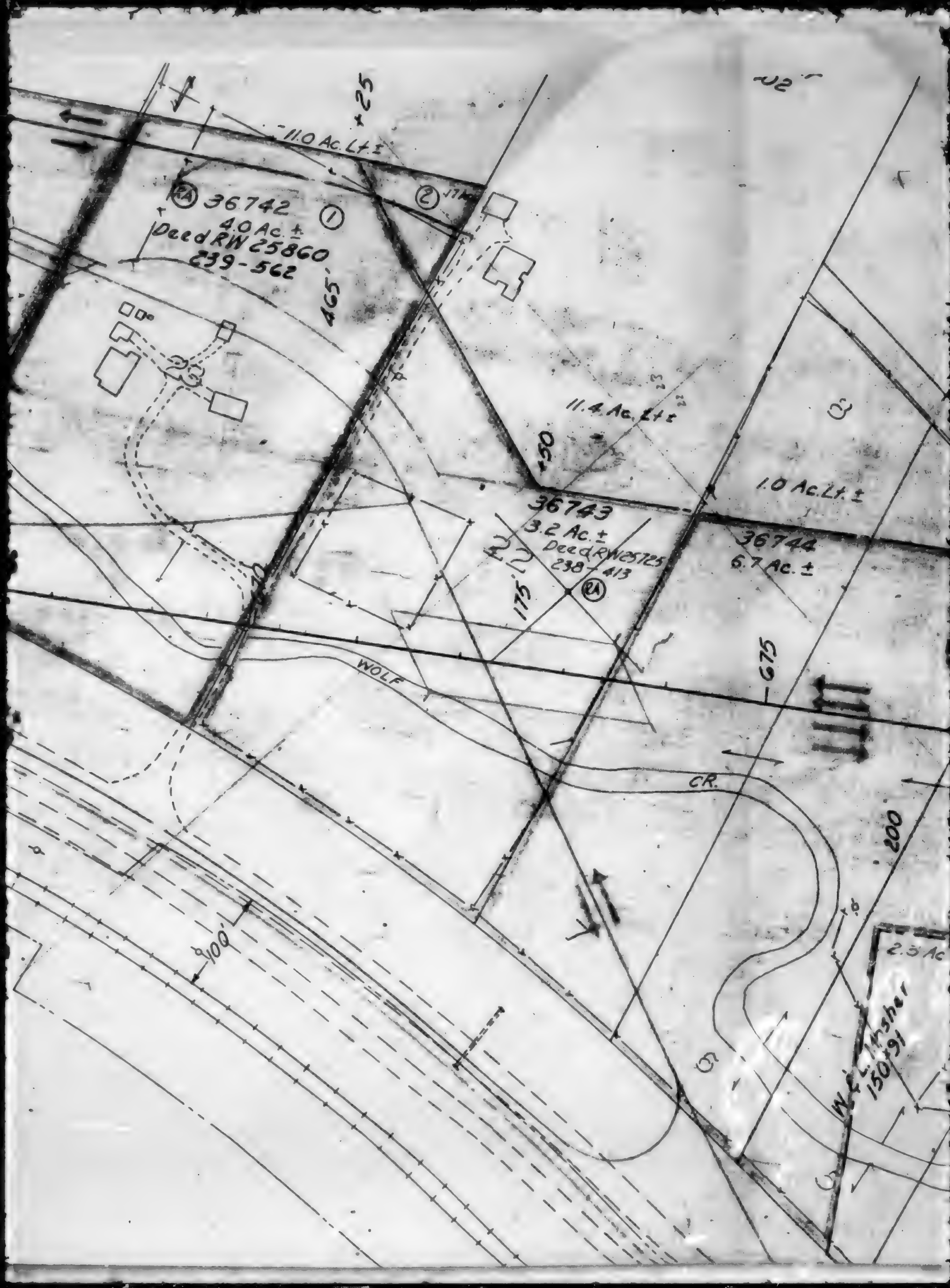
36736 (2)
2.9 Ac. Rt. ±

100'

Underground Power

BEGIN ACCESS CONTROL

47 Ac. Lf. ±
Ac. Lf. ±
36741
4.7 Ac.
740
Ac.
93
77
+00
+50
+85'
190'
340'
660
625


11.0 Ac. Lt. ±
+25
36742
4.0 Ac. ±
Deed RW 25860
239-562
465'
11.4 Ac. Lt. ±
+50
36743
3.2 Ac. ±
Deed RW 5725
238-413
175'
1.0 Ac. Lt. ±
36744
6.7 Ac. ±
675'
WOLF
CR.
100'
200'
2.5 Ac
W. & L. Insher
150/91

T.33S., R.6W, W.M.
(8B-30-1 R/W)

A. E. M. Kline
135 - 346

37033
Access Only

N

17

9

10

11

12

13

15

16

17 Ac.

36746
16.3 Ac. ±

200

S 50°52'W
RELOCATED PAC

36745
0.4 Ac. ±

2.3 Ac. Rt.

2.53 Ac. Rt. ±

20 Ac. Rt. ±

E. Mosher
150+91

O. & J. Ronchi
204 - 287

State of Oregon

40 Ac. Lt. ±

Ded R/W 36747 (A)
239-600 0.2 Ac.

691+43.96 P.S.C.

550'

300'

690

State of Oregon
File: 36747

Relocated

695

Ded R/W 36746
1.660
File: 36746

19

20

500'

5=00.0

PACIFIC HIGHWAY

T 7 S

R 3 W

696+43.96 P.S.

175'

200'

96+43.96

18

505

15

e of Oregon / Land Bea

TA=92.
$=1758.00

B. Swanay
181-419

98

+00

+50

0.73

3675
7.3 A

210

99

0.25 Ac. Lt. ±

150

101

0 Ac. Lt. ±

7 (RA)

2.6 Ac. Lt. ±

Barn

700

Wolf Creek Lumber Co.
164-86

Mill
175

Dock

100

36748
0.97 Ac. ±

102

Josephine Co.

Dead RW 25747
239-56

050

669

F. Morgan & C. Provost
RW 25733
36750 (RA) 190-447
36749
0.85 Ac. ±
0.38 Ac.

0.3 Ac. Rt. ±

0.75 Ac. Rt. ±
Barn

115

3.8 Ac. Rt. ±

103

37020
0.53 Ac. Rt.
Dead RW 25704
238-198

004

E. Price
211-156

H. Kamppi
160-44

K. & E. Irving
167-415

91

V. & O. Samuelson
173-60

104

196-433

3942 C.L.
TA=112 H 10
$=3697.65

CR

COYOTE

TRAIL

ORCHARD

36753
0.3 Ac

36752
0.3 Ac

0.98 Ac ±

0.7 Ac ±

12 Ac. R/W ±

13.1 Ac. R/W ±

0.75 Ac. R/W ±

0.3 Ac. R/W ±

Mill Pond

36751
7.3 Ac ±

0.79

210

705

550

590

330

290

175

140

100

50

95

75

65

60

Ashby
1.45 M
322

Irvine
167.415

0.3 Gulch
222 ft
507

COYOTE CR.

36753
0.93 Ac. ±

36752
0.3 Ac.

0.07 Ac.

12.0 Ac. Rt. ±

13.1 Ac. Rt. ±

300' TP
S=9.45
O=0.7

34°29' RE Br= 34°29'45" Mi.

J. & M. Ashby
149-322

O. & J. Giurlani
222-507

D. & D. Holland
237-222

R. & E. Rutledge
151-565

ORCHARD TRACTS

22

685

100'

END ACCESS CONTROL

Access Control Line

R.C.J. Strong
235-227

2.6 Ac Rt.
0.0 Ac.
37060

0.0
204

ODOT

175·236

EXISTING 69 PACIFIC HIGHWAY

C. & G. Tissot
175-235
RT1-151

175-236

+13.96

V. & O. Samuelson
173-60

104

E. & A. Whittaker
86-296

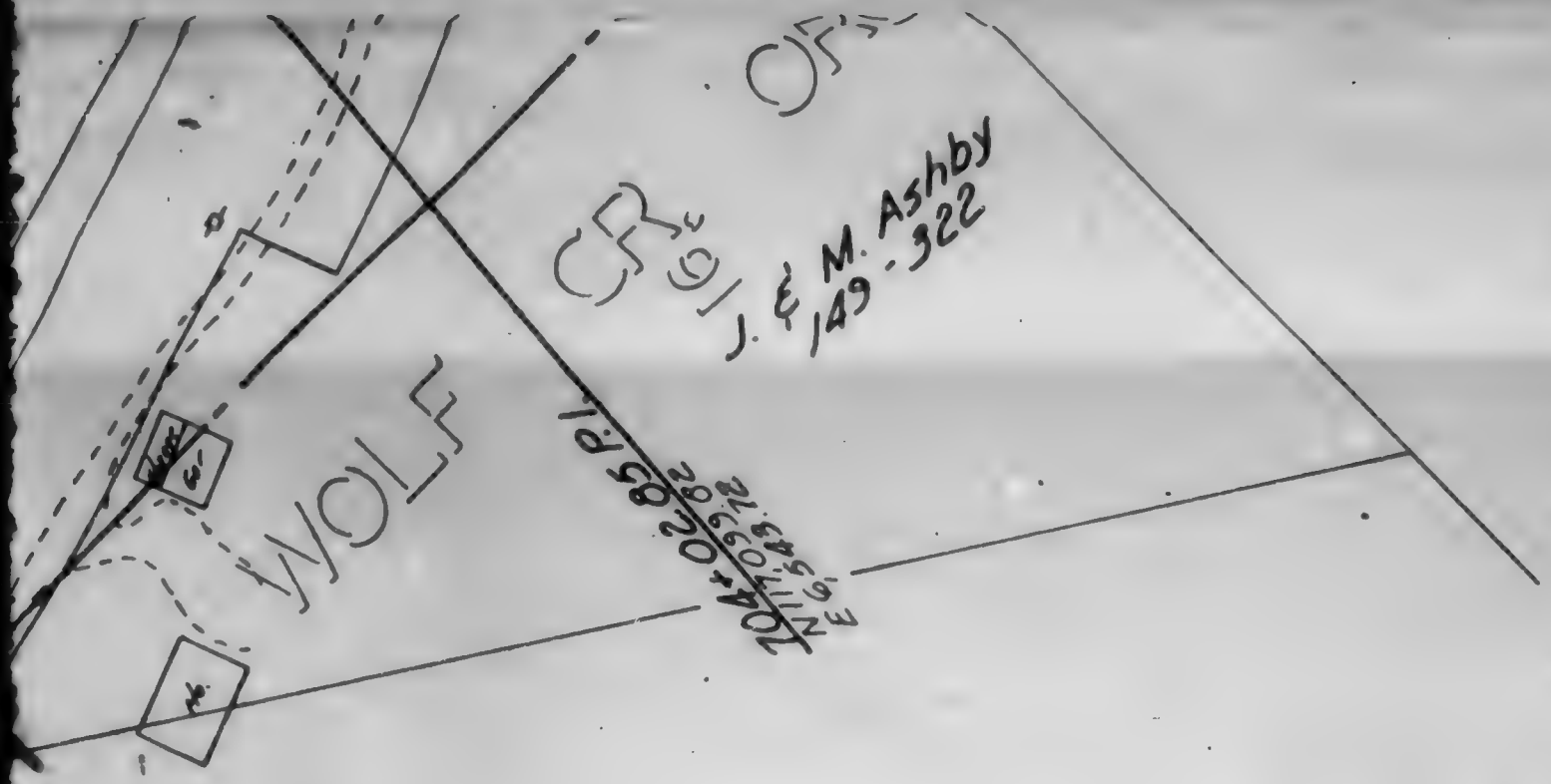
105

700

695

HIGHWAY

OREGON STATE
Portion of Locat
GLENDALE JO
PACIF
JOSEP
Sc



OREGON STATE HIGHWAY DEPARTMENT
Portion of Located Line at Wolf Creek
GLENDALE JCT.-COYOTE CR. SEC.
PACIFIC HIGHWAY
JOSEPHINE COUNTY
Scale 1" = 100'

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
REVISED PROJECT BASE DESIGN

Page 1 of ___ Pages

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Section GLENDALE INTERCHANGE-COYOTE CREEK Highway PACIFIC (#A 3) County JOSEPHINE Profile

Res. Engr. A. L. Chapman Approx. Length 5± Miles. Sta. 430± Thru ex 715± = 209± to Sta. 215± Date 11-20-64

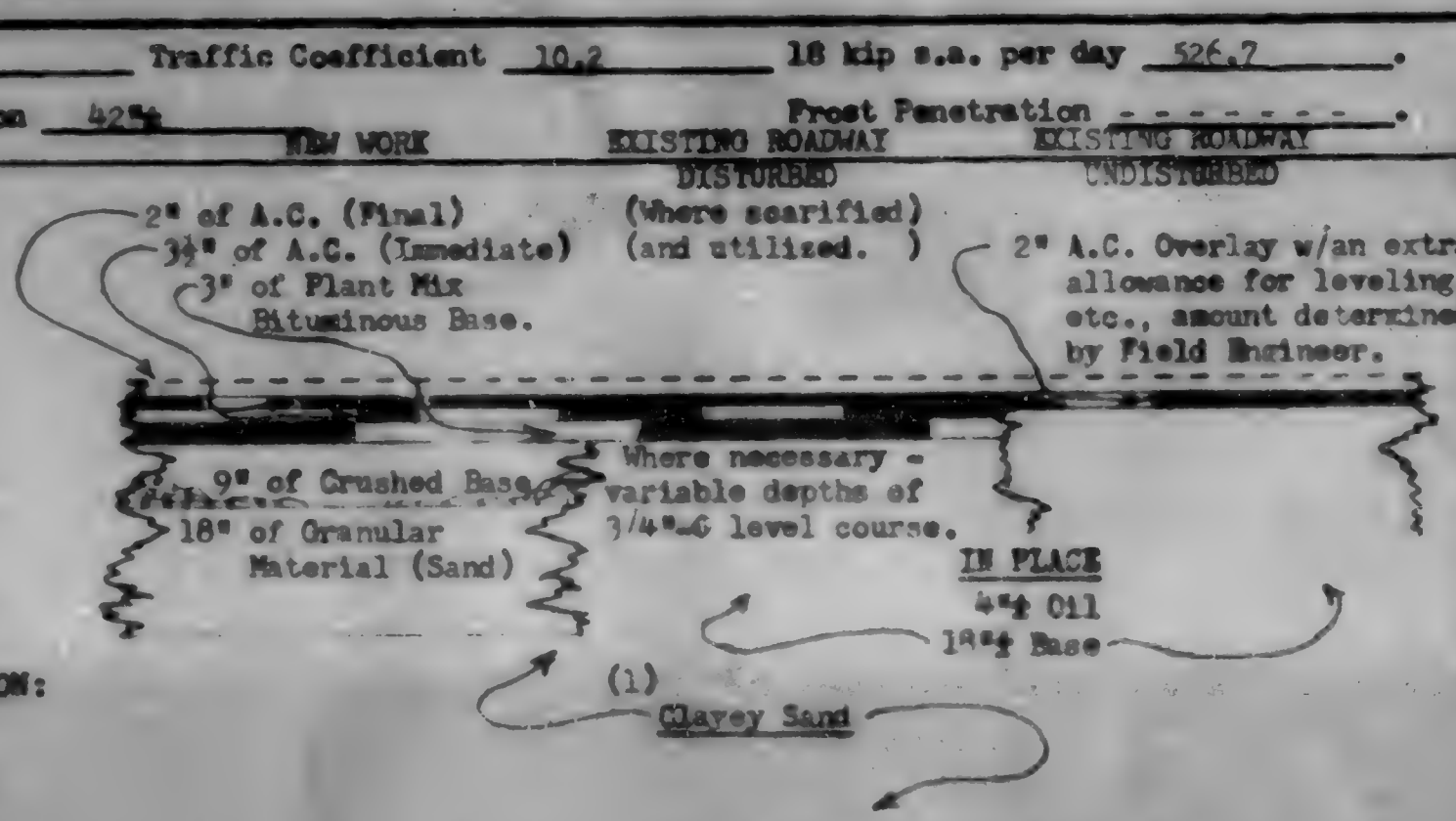
Truck A.D.T. 252 Traffic Coefficient 10.2 18 kip s.a. per day 526.7.

Annual Precipitation 42"± Frost Penetration - - - - - - - - .

(1)
Typical Soil
41 LL
9 PI
83 %P 10
50 %P200
17 %Gravel
19 %C Sand
14 %F Sand
31 %Silt
19 %Clay
38 "R" Value (Corrected)

AASHO CLASSIFICATION:
A-5 (3)

MATERIAL SOURCES:
To be determined by the Engineer.


NEW WORK
EXISTING ROADWAY DISTURBED
EXISTING ROADWAY UNDISTURBED
2" of A.C. (Final)
3½" of A.C. (Immediate)
3" of Plant Mix Bituminous Base.
(Where scarified) (and utilized.)
2" A.C. Overlay w/an extra allowance for leveling, etc., amount determined by Field Engineer.
9" of Crushed Base
18" of Granular Material (Sand)
Where necessary - variable depths of 3/4"-0 level course.
IN PLACE
4"± Oil
18"± Base
(1)
Clayey Sand

	CBR Total Req.	Credit	Actual Thick.	
NEW WORK				
		4	2	AC (Final)
		7	3½	AC (Immediate)
		4½	3	PMBB
		9	9	Cr Base
		0	18	Granular Material
	24½	24½	35½	
OVER EXISTING ROADWAY				
USE SECTION				

cc:
D.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

NOTED
LLOYD P. SHAW

Submitted by C. J. Lazo
Staff Assistant

Recommended by
Engineer of Materials

Recommended by
Construction Engineer

Approved by
Asst. State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN
"OTHER ROADS"

Section GLENDALE INTERCHANGE-GOOSE CREEK Highway _____ County _____ Prefix _____

Res. Engr. _____ Approx. Length _____ Miles. Sta._____to Sta._____ Date _____

Truck A.D.T. _____ Traffic Coefficient _____ 18 kip s.a. per day _____.

Annual Precipitation See Page 1 Frost Penetration - - - - - - - -.

(1) SPEAKER ROAD AND FRONTAGE ROAD

Typical Soil
LL
See PI
Page SP #10
1 SP#200
%Gravel
%C Sand
%F Sand
%Silt
%Clay
"R" Value
(Corrected)

Traffic Coeficient	Wearing Surface	Level	Crushed Base	Granular Material	CBR Total Req.	Credit	Actual Thick.	
5.8	2" AC	2"	7"	18"	13		29	

SECTION: GLENDALE INTERCHANGE-COYOTE CREEK

HIGHWAY: PACIFIC (FA 3)

COUNTY: JOSEPHINE

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 4500 (Total)

B. Future ADT 1,800 (Total)

C. Mean ADT [illegible] $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 18 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{N}$ = 9% x (C) 83% = 7%

H. % Trucks in Design Lane _____%

I. Trucks in Design Lane (G) 7% x (H) 100 % = 7%

TRAFFIC COEFFICIENT = $K (I)^{0.119}$

where K = 4.66

= 10.2

SECTION: GLENDALE INTERCHANGE-COYOTE CREEK

HIGHWAY: PACIFIC (FA 3)

COUNTY: JOSEPHINE

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: See attached sheet

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Part of the design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Not a consideration
10. Stimulation of Competition: See attached sheet
11. Construction Consideration: No unusual problem
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a consideration
13. Traffic Safety: No unusual problem
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: See attached sheet

CONCLUSION AND REMARKS:

On this project, two different surfacing designs were considered. Present Worth Costs (P.W.C.) were computed for each design and are as follows:

5½ inches A.C.
3 inches A.T.B.
9 inches Crushed Base
P.W.C. - $91,910.65 per 2 lane mile

9 inches Standard R.P.C.C.
2 inches Level Course
6 inches Crushed Base
P.W.C. - $95,0[illegible].18 per 2 lane mile

1963 average bid prices were used.

The design utilizing asphaltic concrete is recommended from an economic standpoint.

The designated source of aggregates for this project is a roadbed cut southeasterly from Wolf Creek. Material from this source is readily adaptable to the production of A.C. aggregates. This material is not adaptable to the production of P.C.C. aggregates due to a deficiency of fines. To produce or import the fines required for the P.C.C. aggregate would further increase the cost of the P.C.C. alternate design.

Johns - Macklin Gulch

South Base Stagecoach Pass - Wolf Creek

Deflections Taken at 50 Foot Intervals

Readings in Inches

Start M.P. 241 - North

Point	North Bound OW	North Bound IW	South Bound OW	South Bound IW
1	.040		.030	
2	.032		.030	
3	.032		.036	
4	.034		.024	
5	.032		.026	
6		.036		.024
7		.036		.032
8		.032		.032
9		.028		.026
10		.032		.034
Avg.	.0340	.0328	.0292	.0296

Total Avg. OW .0278 IW .0269

Range OW .018 - .040 IW .014 - .036

Four inches of asphaltic concrete required to reduce deflections to safe range.

Tested 9/24/43 OW

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DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

II (-)(4)
4377

NOV 17 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 16, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Re: Glendale Jct.-Coyote Cr. Sec.
Pacific Highway
Douglas-Josephine County

Dear Sir:

Concerning your letter of November 6, 1964 and the telephone communication with George C. Wills, Ass't. Chief Locating Engineer, on November 13, 1964, we are proposing to revise the asphaltic concrete overlay on the existing oil mat to the following:

Present construction to include 2" asphaltic concrete overlay with suitable additional quantity for bringing present surface to line and grade. Final stage to be constructed in future to be 2" overlay with suitable additional quantity to bring roadbed to line and grade.

On the typical sections showing the alteration from crown section to a "shed roof" section, revision to include additional depth of plant mix bituminous base has been shown. There are several reasons for this. The existing oil mat under the plant mix stone base would require scarifying to achieve proper keying between existing base and new plant mix stone base. This is a rather difficult construction procedure due to the limited width and would also disturb the existing mat beyond the limits of the scarifying work. We believe this is unnecessary and that better and more economical construction can be achieved by placing an additional depth of plant mix bituminous base directly over and in contact with the existing oil mat.

Deflection test data substantiating the 4" total depth and revised project base design chart will be forwarded when completed by Geology and Soils Division. Revised plan sheets will be forwarded by Office Engineering Division.

GCW:ra
cc L. P. Shaw
L. H. Young
F. W. Yarbrough

Very truly yours,

NOTED
LLOYD P. SHAW

F. D. Morgan
Construction Engineer

By G. L. Decker

G. L. Decker
Ass't. Construction Engineer

Lloyd Shaw

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NOV 25 1964

FOR FILING
INT-2142) 76
6379

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 16, 1964

SUBJECT: Right of Way Status
Glendale Junction-Coyote Creek Section
December 8, 1964 Contract Letting

To: Mr. L. H. Young
Office Engineer

BUILDING

Through an inadvertence, we failed to note that subject project had been extended north into the Azalea County Line right of way project. Our report of November 9 therefore does not include the report of status on the following unclosed files:

36998	- Martin	$ 9,850
37000	- Marriott, I.D.	265
37001	- Marriott, C.	83,000
37002	- West, F.M.	300
37004	- Garrett	2,450
36714	- R. Dollor Co.	4,470
	TOTAL	$ 100,335

The files above listed have not been subjected to closing pressure because we had anticipated the likelihood that the project which embraces them would not be let until around April. Only one file in this list involves improvements, that being File No. 37001 - C. Marriott.

We have discussed the taking of this file with Mr. Marriott for the past two months, but have not discussed a money figure because of delays in accruing estimates from specialists on service station equipment and advertising signs. We have, however, discussed the necessity for having possession of the property improvements about January 1 in preparation for the anticipated April letting.

We have made a review of the appraisal background of the file and will today make a monetary offer to Mr. Marriott and will formalize our intent to have possession by January 1.

NOTED
LLOYD P. SHAW

Relocation assistance has been discussed and under consideration during our previous conversations and will be finalized without haste or prejudice to the interests of Mr. Marriott or his lessees.

It is our belief that possession of the area occupied by these improvements might be withheld from a contractor until April 1 without detriment to his prosecution of the work and without additional cost to his operation. The four to six-week interval before our next letting might be critical in the contemplated completion of this project. It would appear that a contractor could begin work immediately in areas not occupied by these improvements or the Wolf Creek Lumber Company facilities on such items as clearing and grubbing, drainage installations, rock production, and probably on some of the grading.

If in your opinion, it is feasible to proceed on the basis of withholding occupancy from the contractor of the area occupied by the Marriott buildings, I would urge that we seek Bureau authority to proceed. I represent that completion of the right of way activity on that basis can be made without prejudice to any of the rights or interests of the owner or his lessees.

G. E. ROHDE
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: Lloyd F. Shaw
G. E. Rohde

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NOV 16 1964
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-90X—60M—12-63 84677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 16, 1964

To: Mr. L. H. Young
Office Engineer

BUILDING

SUBJECT: Right of Way Status
Glendale Junction - Coyote Creek Section
December 8, 1964 Contract Letting

I have examined Mr. Dec's letter of this date relative to the subject project. Insofar as it relates to right of way matters, it should be stated that a long and exhaustive negotiation has been carried out with the owners of the nineteen parcels which have not been acquired. Filings could have been made on most of these parcels some time ago, but we have worked to exhaust every possibility in the matter of providing access to these landlocked properties and have been in no hurry to make filings.

Neither these nineteen parcels, nor the six to which my letter of today refers, can reasonably be expected to be acquired by option. An option has been taken and accepted on File No. 36714 and condemnation already recommended on two others of the six files mentioned in my November 16 letter. The files have not been treated on a more urgent basis because we had not anticipated need for the property quite as soon as appears desirable in light of present circumstances.

It may not be realistic to expect to complete filings on the five remaining files on the November 16 list, by the date of bid opening. The filings can be completed by the end of December without prejudice or sacrificing any of the rights of the owners.

G. E. ROHDE
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: Lloyd P. Shaw

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NOV 30 1964
COMMISSIONERS
FILE PILING
I-5-2(42)76

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STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

November 16, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: Glendale Jct.=Coyote Cr. Sec.
I-5-2(42)76

Dear Sir:

Reference is made to your letter of November 16th withholding approval for advertising on the subject-named project. In this connection, I wish to offer additional information as we feel that the taking of bids on December 8th would be highly advantageous to the Department and to the public.

Through an inadvertence, we failed to note that subject project had been extended north into the Azalea County Line right of way project. Our report of November 9 therefore does not include the report of status on the following unclosed files:

36998	- Martin	$ 9,850
37000	- Marriott, I.D.	265
37001	- Marriott, C.	83,000
37002	- West, F.M.	300
37004	- Garrett	2,450
36714	- R. Dollor Co.	4,470
	Total	$100,335

The files above listed have not been subjected to closing pressure because we had anticipated the likelihood that the project which embraces them would not be let until around April. Only one file in this list involves improvements, that being File No. 37001 - C. Marriott.

We have discussed the taking of this file with Mr. Marriott for the past two months, but have not discussed a money figure because of delays in accruing estimates from specialists on service station equipment and advertising signs. We have, however, discussed the necessity for having possession of the property improvements about January 1 in

NOTED
LLOYD P. SHAW

preparation for the anticipated April letting.

We have made a review of the appraisal background of the file and will today make a monetary offer to Mr. Marriott and will formalize our intent to have possession by January 1.

Relocation assistance has been discussed and under consideration during our previous conversations and will be finalized without haste or prejudice to the interests of Mr. Marriott or his lessees.

It is our belief that possession of the area occupied by these improvements might be withheld from a contractor until April 1 without detriment to his prosecution of the work and without additional cost to his operation. The four to six-week interval before our next letting might be critical in the contemplated completion of this project. It would appear that a contractor could begin work immediately in areas not occupied by these improvements or the Wolf Creek Lumber Company facilities on such items as clearing and grubbing, drainage installations, rock production and probably on some of the grading.

In our opinion, it is feasible to proceed on the basis of withholding occupancy from the contractor of the area occupied by the Marriott buildings. It has been our experience that we receive the most favorable bids from contractors at this period of the year and inasmuch as the contractor would have plenty of room to carry on his other operations without encroachment on this area, we do not feel that his operations would be hampered by withholding this area. We feel it is in the public interest to contract at this time and believe that this application meets all criteria set forth in PPM 21-6.3, Section 9e. It is inherent in our standard specifications that extensions of time will be granted if necessary for delays incurred for purposes of this nature. We do wish to state that long and exhaustive negotiations have been carried out with the owners of the nineteen parcels which have not been acquired. Filings could have been made on most of these parcels some time ago; however, we have worked to exhaust every possibility in the matter of providing access to these landlocked properties. None of the nineteen parcels nor the six to which this letter specifically refers can reasonably be expected to be acquired by option. An option has been taken and accepted on File No. 36714 and condemnation recommended on two others. Realistically, we may expect to complete filing on the balance of the six parcels by December 15th. These filings can be completed without prejudice or sacrificing any of the rights of the owners.

Your recommendations on the overlay of the existing pavement have been noted and our plans have been corrected accordingly.

In the matter of material salvaged, we will issue a letter making all salvaged materials not being incorporated in this project the property of the contractor.

Our special provisions in the future will identify the utility company and the location of the necessary adjustment by stationing.

The standard drawings referred to in your letter will be furnished you forthwith.

In view of the foregoing circumstances as set forth, we request that you reconsider this matter and concur in the advertising of this job.

Very truly yours,

Forrest Cooper
State Highway Engineer

By L. H. Young

L. H. Young
Office Engineer

LHY:mb
cc: R. L. Porter
L. Shaw
W. Wright
R. N. Chase
V. G. O'Neil
F. Hall
F. D. Morgan
C. H. Maison

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STATE HIGHWAY ENGINEER

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NOV 17 1964
FOR FILE
I-5-2(42)76

477 Cottage Street, N.E.
Salem, Oregon 97301

November 16, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

08-35.2 EC

A. W. Parsons
Division Engineer
Salem, Oregon

By: Original signed by T. Dec
Eng. Coordination
T. Dec
Engineering Coordinator

Oregon Project I-5-2(42)76
Glendale Jct. - Coyote Creek Pass Section
Grading, Paving, Structures and Signing

Mr. Young's November 12, 1964 letter requested authorization to proceed today with advertising of the subject project even though the plans and special provisions were not furnished prior to the Veteran's Day holiday in accordance with our "reasonable request" at the last contract scheduling meeting in September.

Though only a cursory review of the P.S.&E. assembly was possible, we note that Mr. Moehring's November 9, 1964 right-of-way status report received on November 13, indicates that 19 parcels remain to be acquired. Four of these parcels involve improvements which preclude availability for the contractor's occupancy and use prior to award. Article 100-3.3 of your special provisions partially meets the requirements of subparagraph 5e of PPM 21-6.3 for such situations but does not provide for extensions of time for delays caused by interferences beyond estimated removal dates. In addition to the above-mentioned 19 parcels, it appears that 6 additional parcels in the Glendale interchange area may not be acquired. One of these additional parcels involves a commercial establishment and residence. Orderly adjustment by the owner and economical disposition of the improvements prior to actual starting of the construction is not possible. We want to be sure that any authorization and award would in fact be limited to "very unusual circumstances" as required by subparagraph 9e of PPM 21-6.3 for such situations meeting conditions specified therein. We believe that these conditions do not exist or cannot reasonably be met. Under these circumstances in combination with other matters remaining to be resolved, authority to advertise is being withheld.

Other matters include consideration of Mr. Holt's November 12, 1964 request for preservation of natural beauty under Section 319, Title 23 USC. We believe the request would have a better chance of favorable action by our Washington office if the area was extended southerly into a strip by taking additional right-of-way from some of the 19 parcels previously mentioned.

- more -

original to Young
11-17-64

Our November 6, 1964 memorandum limited Interstate fund participation to provision of a double overlay on the existing pavement. Your comments regarding modification of design, providing further justification or financing the third overlay in the future with other funds have not been furnished.

Your estimate includes a contingency item for moving State buildings and stockpile. Though Federal funds may participate in the cost of moving State buildings, limited to the depreciated value thereof, stockpiles are considered to be in the same light as personal property and the moving thereof is a non-participating maintenance obligation.

Your estimate for Federal-aid participation does not include a credit for the estimated value of the material salvaged and delivered to the Grants Pass maintenance shops under Article 500-3.1 of the special provisions. Mr. Young's August 7, 1964 advice regarding comments of our Washington office on a comparable situation under Article 600-3.5 indicated that you did not expect Federal participation unless the material is re-used on future Federal-aid projects. Items 59 through 63 of your proposal should be handled in a similar manner. It should be noted that GAM 145 dated December 30, 1941, covering salvaging of such materials, is now obsolete as noted in an October 12, 1962 memorandum concerning superseded directives.

Article 7-26 of your special provisions merely identifies the utility company rather than the actual adjustment by stationing, etc. as desired by our August 7, 1964 memorandum.

We have not yet received standard drawings 20340 and 20341, which are new standard curb and rail drawings. It is our understanding that for this and future projects curb and rail sections are to be revised to comply with current AASHO recommendations and will also show new curb widths.

We also have not received standard sheet B26 which details slope paving as required on this project.

In order to expedite transmitting these comments, any other comments which may be developed from our further review will be verbally furnished to your representatives.

RECEIVED
NOV 23 1964

FOR FILING

I-5-2(42)76

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 6, 1964

Original signed by
M. E. Martin
Dist. Engineer

08-35.EC

By: M. E. Martin
District Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-2(42)76, Glendale Jct.-Coyote Creek Section
Pacific Northwest Bell Telephone Company Utility Adjustment

We hereby approve the above-mentioned utility's letter dated October 30, 1964, as well as the plans and estimate furnished therewith. Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate, is approved for this project and I-5-2(35)68.

The balance of your proposed agreement as evidenced by your November 2, 1964 inter-department correspondence to your Chief Counsel has been reviewed. It is understood that the agreement also will include elimination of access rights under the utility's easement. Approval of the agreement is being withheld pending submission of your acceptance letter acknowledging the utility's offer and K-permit.

It is understood that utility preparatory work will be billed separately under project I-5-2(22)68. You are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work will be subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

original to Young
11-23-64

RECEIVED
NOV 12 1964

Form CD-127 (1-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 6, 1964

In reply refer to: 08-35.EC

FROM : A. W. Parsons, Division Engineer
Division Engineer

By: M E Martin
M. E. Martin
District Engineer

SUBJECT: Oregon Project I-5-2(42)76, Glendale Jct.-Coyote Creek Section
Pavement Design

Mr. Decker's November 2, 1964 letter indicated "spot" leveling and a double overlay of the existing pavement would be structurally adequate for the ultimate design. The only justification provided for a third future overlay was that a uniform riding surface could not be obtained in the initial reconstruction.

Such justification is not considered to be adequate to establish the appropriateness of the design in accordance with IM 21-1-62. We suggest that the typical section be modified to a design somewhat comparable to that used for Project I-5-2(37)72, Coyote Creek-Grave Creek or preferably by modifying the design by deferring the second overlay of the existing pavement as future construction if Interstate fund participation is desired for the entire pavement structure.

cc. to Decker 11-10
Copy to Young 11-12-64

RECEIVED
NOV 6 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

File Copy

RECEIVED
NOV 10 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
November 2, 1964

SUBJECT: Type of conflict: Telephone Poles
Company involved: California-Pacific Utilities
Section: Glendale Junction-Coyote Creek
Highway: Pacific
County: Josephine
Project No.: I-5-2(42)76

To: Mr. L. I. Lindas
Chief Counsel
O F F I C E

ATTENTION: Mr. J. N. Hershberger

Bids to be Received: December 8, 1964

Letter to: California - Pacific Utilities Co., Myrtle Creek

Attention: Mr. G. A. O'Mealy

Copies to:

Attention: -

Res. Engr.: J. E. Chaney, P.O. Box 306, Grants Pass

D.M.S.: J. L. Gunter, P.O. Box 1128, Roseburg
R. L. Lammert, 2692 N. Pacific Highway, Medford

F.U.L.E.: Paul R. Barnhart P.O. Box 1128 Roseburg

CONFLICTS ON PUBLIC ROAD RIGHT OF WAY: 4
CONFLICTS ON PRIVATE PROPERTY: 16
STATE REIMBURSE COMPANY: 80 %

DESCRIPTION OF CONFLICTS

See Attached Sheet.

There are four poles in conflict between Stations 711 and 720, but these poles are being adjusted in conjuction with the construction of the Coyote Creek-Grave Creek Section. Work is expected to be finished by February 28, 1965.

T. W. Litchfield
Utilities Liaison Engineer

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET ..... OF ..... SHEETS

List of Conflicts

Item		Station	Dist. from C/L Indicate Direction	R/W	Private	Remarks	
Telephone	Pole	442+25	Easterly		X		
		B443+10	Easterly		X	PP&L Pole	E1449
		B445+35	Westerly		X	PP&L Pole	E1313
		464+60	Westerly	X		PP&L Pole	E2420
		465+70	Easterly	X		PP&L Pole	E2377
		560+90	Westerly		X	PP&L Pole	A4120
		569+10	Westerly		X	PP&L Pole	A4118
		576+90	Westerly		X	PP&L Pole	No #
		591+95	Easterly		X	PP&L Pole	A4110
		652+65	Easterly		X	PP&L Pole	A2668
		667+57	Easterly		X	PP&L Pole	A1359
		670+95	Easterly		X	PP&L Pole	A1358
		676+15	Westerly		X	PP&L Pole	A1356
		695+70	Westerly		X	PP&L Pole	A5727
Telephone	Pole	697+60	~~Westerly~~ Easterly	X			
Telephone	Pole	EB3 9+55	Easterly	X			
		B706+20	Westerly		X	PP&L Pole	A3063
		B703+85	Westerly		X	PP&L Pole	A3064
		B708+70	Westerly		X	PP&L Pole	A3061
Telephone	Pole	708+85	Easterly		X		

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REVISED

REVISED

Section SISKIYOU INTERCHANGE-COYOTE CREEK Highway PACIFIC (51.3) (5-Yu 60 7-152 = Sheet 3004) MCSEPTEMBER

Des. Engr. A. L. Chapman Length of Project Approx. 5½ Miles. Bus. 4304 to Bus. 2154

Date 6-22-64

Date 6-28-64

Total 18[K] single axles per day = 526.9 TYPICAL SECTIONS Truck A.D.T. = 752 Traffic Coefficient = 10.2

NEW WORK

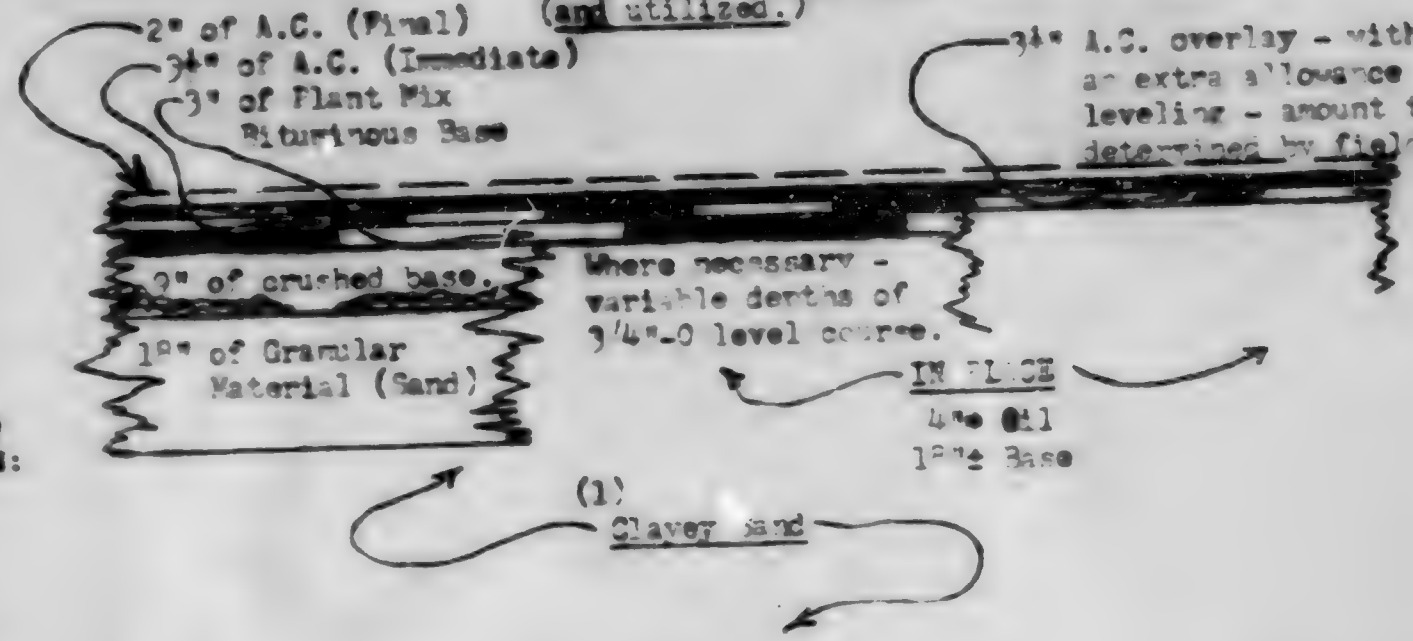
(1)

Typical Soil

41	LL
9	PI
93	% P10
50	% P200
17	% Gravel
19	% C Sand
14	% F Sand
31	% Silt
19	% Clay
38	"R" Value (Corrected)

AASHO CLASSIFICATION:
A-5 (3)

MATERIAL SOURCES:
To be determined by the Engineer.



EXISTING ROADWAY (Disturbed) (Where scarified and utilized.)

EXISTING ROADWAY (Undisturbed)

OTHER ROADS, CONN., ETC.	T.C.	P.C.	LEVEL	BASE	CBR	ACTUAL THICK.
Breaker Road & Frontage Road	5.8	2" AC over 18" G.M. (Sand)	2"	7"	13"	29"

CR BASE REQUIRE	TOTAL		
		4	2
		7	2½
		4½	3
		9	9
		0	18
24½		24½	35½

AC-Final
AC-Immed
PMBB
CR Base
Granular Material

XXXX

SECTION: GLENS IS INTR CH NOE-COXCK CREEK
HIGHWAY: [illegible] (PA 3)
COUNTY: J[illegible]

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 4500 (Total)

B. Future ADT 12200 (Total)

C. Mean ADT 8350 $(\frac{A+B}{2})$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 1% (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 0.09 x (C) 8350 = 752

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 752 x (H) 100 % = 752

TRAFFIC COEFFICIENT = K (I) 0.119
where K = 4.664

= 10.2

PAVEMENT TYPE SELECTION

[illegible] (43)
[illegible] COUNTY

Principal Factors Governing Selection

1. Traffic Classification: Coefficient 10.2 Present ADT 4500 1984 ADT 12,220 % Heavy Vehicles 16
   (NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration None Annual Precipitation 42±

4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____

5. Cost Comparisons: See attached sheet

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Oil

7. Stage Construction: Part of Design

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: Not a consideration

10. Stimulation of Competition: Not a consideration

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a consideration

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: See attached sheet

CONCLUSION AND REMARKS:

On this project, two different surfacing designs were considered. Present worth costs (P.W.C.) were computed for each design and are as follows: 1963 average bid prices were used.

5-1/2 inches A.C.
3 inches A.T.B.
9 inches Crushed Base
P.W.C. - $91,910.05 per 2 lane mile

8 inches Standard R.P.C.C.
2 inches Level Crse.
6 inches Crushed Base
P.W.C. - $95,024.28

The design utilizing asphaltic concrete is recommended from an economic standpoint.

The designated source of aggregates for this project is a roadbed cut southeasterly from Wolf Creek. Material from this source is readily adaptable to the production of A.C. aggregates. This material is not adaptable to the production of P.C.C. aggregates due to a deficiency of fines. To produce or import the fines required for the P.C.C. aggregate, would further increase the cost of the P.C.C. alternate design.

I-5-2(42) Glendale Jct.-Coyote Cr. Sec. 1968
76
#6519

CONFIDENTIAL

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.

FORM E-30X—50M—2-66 SP°23500-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 17, 1968

CONFIDENTIAL

To: Mr. Jack Sollis
Staff Attorney
BUILDING

SUBJECT: L-5837
Roy L. Houck Sons' Corporation
vs. State
Glendale Jct.-Coyote Creek Section
Contract No. 6519

This is in reply to your September 13 letters to Mr. Klaboe and Mr. Morgan requesting comments on the complaint filed by Roy L. Houck Sons' Corporation, contractor on the subject project, seeking $36,429.49.

I believe the complaint follows very closely the earlier claim presentation made by the contractor. The amount is the same. Our comments on this matter are covered in my March 21 Memorandum and Mr. Morgan's June 5 letter to the Houck Sons' Corporation, a copy of both these items is attached. We admit there was a substantial (35 per cent) underrun of "excess" material in what is called the Wolf Creek cut, which the contractor also utilized as a material source.

I think our position could be summarized to the effect that there is a good basis for an adjustment in favor of the contractor but for a great deal less, probably about one-third of the amount he seeks. We had hoped in our June 5 letter to leave the door open to the contractor to negotiate further, but he chose to file the law suit without any further contact. He could have, and I believe should have, requested a review of the claim by our Claims Review Board, with which I am sure he is familiar, but he apparently chose to not utilize that procedure.

A second claim not covered by this complaint and involving structural excavation by a subcontractor, Lillebo Construction Company, is probably also pending on this project. It has been defined formally, but we have expected the contractor to request a Claim Board review of it also. Similar claims on two other projects in which the circumstances almost parallel those on this contract were recently approved by the Claims Review Board.

You may recall the subject claim was discussed with you and Mr. McKinney by the undersigned last March. The Resident Engineer on this project was James Chaney who is now stationed in Eugene.

RECEIVED
SEP 17 1968
OFFICE OF
STATE HIGHWAY ENGINEER

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:fw
Enc.
cc F. B. Klaboe

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

No. 65662

ROY L. HOUCK SONS' CORPORATION an Oregon corporation,

Plaintiff,

v.

STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, composed of GLENN L. JACKSON, THADDEUS B. BRUNO and FRED W. HILL,

Defendants.

C O M P L A I N T

Plaintiff complains of the defendants and for cause of action alleges:

I

That during all the times hereinafter mentioned the above named ROY L. HOUCK SONS' CORPORATION was a corporation duly organized and existing under the laws of the State of Oregon and in good standing.

II

That during all the times hereinafter mentioned the above named GLENN L. JACKSON, THADDEUS B. BRUNO and FRED W. HILL, or their predecessors in office, were and still are the duly appointed, qualified and acting members of the Oregon State Highway Commission, and constituted and now constitute the said Commission.

III

On or about the 15th day of December, 1964, the plaintiff was awarded a contract Number 6519 (Glendale Junction - Coyote Creek) State Highway Construction Project.

IV

Among the Documents offered by the Oregon State Highway

Department, hereinafter referred to as "The Department", preliminary to presentation of Price Proposals for the subject project, was an assembled and bound series of Drawings duly marked as "Plans for Proposed Project" and being further identified by mark as Project I-5 2(42)75, Glendale Junction-Coyote Creek Section, Pacific Highway, Douglas and Josephine Counties. Sheet No. 12 of such series bore the notation:

Excess Rock Material
Exc. 197,600

IV

Included also among such Documents, was an assembled and bound Series of Specifications, Directives and Instructions, duly marked as:

"Special Provisions for Highway Construction"

and

"Supplemental Standard Specifications"

and being further identified by mark as:

County - Douglas & Josephine
Highway - Pacific
Section - Glendale Junction-Coyote Creek
Kind of work - Grading, Paving, Structures & Signing
Proposals to be Received - December 8, 1964

Article No. 6-2, Pages 2 and 3 of the Special Provisions of such series contains the following:

Article 6-2 Furnishing Materials and Material Sources

"A prospective source of materials for use by the Contractor in producing base rock and aggregates for use on this project may include, but is not necessarily limited to, the following State-controlled source.

1. Roadbed cuts in the vicinity of Station 691 of this project.

"The pay limits of roadbed excavation as set forth under the

heading "Section 102 - Roadway Earthwork" will be limited to the neat lines of the original roadbed cross section and no payment will be made for the excavation of materials outside these lines."

Article No. 102.1, Page 7 of the Special Provisions of such series, (a copy of which is presented herewith and duly labeled "Exhibit B-2) contains the following:

Article 102-2.1 Selection and Use of Excavated Materials

"The Contractor will be permitted to use those excavated materials in the vicinity of Station 691, designated "excess rock material in the plans, for crushing base rock and aggregates, if they meet all quality requirements specified for the construction item in which they are used."

"No payment will be made for the hauling of material classed as 'excess'".

V

Roy L. Houck Sons' Corporation hereinafter referred to as "The Contractor" accepted the information previously identified as factual and prepared a proposal giving full value to the proferred information as it then existed. Having been determined as the presentor of the lowest responsible proposal, the Contractor accepted an Award of Contract on the date hereinbefore noted and proceeded with resultant construction operations. The Contractors' plan of operation as presented to the Department at a Pre-Job Conference on February 2, 1965, included the statement by the Contractor that crushing of the excess material was anticipated in the furnishing of processed aggregate requisite to certain items of the prescribed work. As the contract work progressed, subsequent determination, by computed volume as performed by the Department, denoted a deficiency of approximately 20,000 c.y. from that shown on the aforementioned project plans.

Such deficiency, coupled with the election of the Department to use a portion of the excess material in other phases of the work, led to an inquiry by the Contractor as to his status in the newly created position of facing a potential material shortage. The attitude of the Department was that full control of the disposal of the subject material remained vested in the Department and such control would indeed be fully exercised.

VI —

The Contractor was now charged with the responsibility of re-evaluation of the previously assured material source as to the actual amount remaining at hand and the alternatives available for the procurement of the certain shortage. It was subsequently determined that the interests of all parties could best be served by proceeding with the original plan of operation which required the move-in and erection of a crushing plant within the limits of the designated area as previously defined. Such action was taken with very real doubt as to the adequacy of the remaining material to afford the required quantity, and the progressing operations quickly resolved such doubt into a factual analysis of a definite deficiency. Being accordingly forced into appropriating additional materials from other sources, the Contractor immediately made agreements with private property owners for the purpose of procuring such materials and for the erection and operation of the required processing equipment. This course of coerced action, being directly attributable to previous administrative errors by the Department, resulted in duplication and excessive costs which the Contractor would not otherwise have suffered.

VII

State of Oregon Highway Department was presented with a claim for damages as set out in Exhibit "A", attached hereto and made a part hereof, and that, as shown by said Exhibit, there is due and owing to the Plaintiff the sum of $36,429.49.

FOR FURTHER AND SEPARATE CAUSE OF ACTION the Plaintiff alleges as follows:

I

The Plaintiff re-alleges paragraphs I-VII of the first cause of action.

II

That because of the wrongful failure of the State to pay for said work when completed the Plaintiff has had to borrow money at the rate of 7% per annum and has been damaged by the failure of the State to pay this sum for interest paid from the 18th day of May, 1966.

WHEREFORE, Plaintiff prays for judgment against the defendant in the sum of $36,429.49 at the rate of 7% per annum from the 18th day of May, 1966, and for the cost of disbursements.

/s/ Vernon L. Burda
VERNON L. BURDA
695 Commercial St. S.E.
Salem, Oregon
Attorney for Plaintiff

STATE OF OREGON)
) ss.
County of Marion)

I, Roy L. Houck, Jr., being first duly sworn, depose and say that I am the president in the within entitled plaintiff corporation that the foregoing Complaint is true as I verily believe.

/s/ Roy L. Houck, Jr.
ROY L. HOUCK, Jr.

Subscribed and sworn to before me this ____ day of July, 1968.

/s/ Dicy Alma Riedell
NOTARY PUBLIC FOR OREGON
My commission expires:

Certified to be a correct copy of the whole of the original hereof.
Vernon L. Burda
Attorney for Plaintiff

EXHIBIT "A"

ROY L. HOUCK SONS' CORPORATION

1158 CHEMEKETA STREET

SALEM, OREGON

hereby enters a

CLAIM FOR DAMAGES

Against

OREGON STATE HIGHWAY DEPARTMENT

STATE HIGHWAY BUILDING

SALEM, OREGON

with reference

TO:

CONTRACT NO. 6519

COUNTY -	Douglas and Josephine
HIGHWAY -	Pacific
SECTION -	Glendale Junction - Coyote Creek
KIND OF WORK -	Grading, Paving, Structures and Signing

PROPOSALS RECEIVED: December 8, 1964

PROPOSAL AMOUNT: $4,520,307.95

DATE OF AWARD: December 15, 1964

FOR:

The Sum Of

$36,429.49

For Reason

OF:

Misrepresentation and misappropriation of Excavation denoted on Project Construction Plans as "Excess Rock Material".

CAUSES & EFFECTS

CAUSE NO. 1 - Misinformation offered in Pre-bid publications

A. Among the Documents offered by the Oregon State Highway Department, hereinafter referred to as "The Department", preliminary to presentation of Price Proposals for the subject project, was an assembled and bound series of Drawings duly marked as "Plans for Proposed Project" and being further identified by mark as Project I-5 2(42)75, Glendale Junction-Coyote Creek Section, Pacific Highway, Douglas and Josephine Counties.

Sheet No. 12 of such series (a copy of which is presented herewith and duly labeled as Exhibit "A") bore the notation:

Excess Rock Material
Exc. 197,600

B. Included also among such Documents, was an assembled and bound Series of Specifications, Directives and Instructions, duly marked as:

"Special Provisions for Highway Construction"

and

"Supplemental Standard Specifications"

and being further identified by mark as:

County - Douglas & Josephine
Highway - Pacific
Section - Glendale Junction-Coyote Creek
Kind of Work - Grading, Paving, Structures & Signing
Proposals to be Received - December 8, 1964

Article No. 6-2, Pages 2 and 3 of the Special Provisions of such series (copies of which are presented herewith and duly labeled Exhibit "B-1") contains the following:

Article 6-2 Furnishing Materials and Material Sources

"A prospective source of materials for use by the Contractor in producing base rock and aggregates for use on this project may include, but is not necessarily limited to, the following State-controlled source.

1. Roadbed cuts in the vicinity of Station 691 of this project.

"The pay limits of roadbed excavation as set forth under the heading "Section 102 - Roadway Earthwork" will be limited to the neat lines of the original roadbed cross section and no payment will be made for the excavation of materials outside these lines".

Article No. 102-2.1, Page 7 of the Special Provisions of such series, (a copy of which is presented herewith and duly labeled "Exhibit B-2") contains the following:

MATERIALS

Article 102-2.1 Selection and Use of Excavated Materials

"The Contractor will be permitted to use those excavated materials in the vicinity of Station 691, designated "excess rock material" in the plans, for crushing base rock and aggregates, if they meet all quality requirements specified for the construction item in which they are used."

"No payment will be made for the hauling of material classed as 'excess'".

CAUSE NO. 2 - Misinterpretation of Pre-bid information by the Department

Subsequent to the foregoing and prior to actual production of aggregates from the designated source, it was determined by the Department that such source was not to be considered as being set aside for the exclusive use of aggregate production and accordingly was not precluded from use as fill material or other items as the Engineer might direct.

EFFECT NO. 1 -

Roy L. Houck Sons' Corporation hereinafter referred to as "The Contractor" accepted the information previously identified as factual and prepared a proposal giving full value to the proferred information as it then existed.

Having been determined as the presentor of the lowest responsible proposal, the Contractor accepted an Award of Contract on the date hereinbefore noted and proceeded with resultant construction operations.

The Contractors' plan of operation as presented to the Department at a Pre-Job Conference on February 2, 1965, included the statement by the Contractor that crushing of the excess

material was anticipated in the furnishing of processed aggregate requisite to certain items of the prescribed work.

As the contract work progressed, subsequent determination, by computed volume as performed by the Department, denoted a deficiency of approximately 20,000 c.y. from that shown on the aforementioned project plans.

Such deficiency, coupled with the election of the Department to use a portion of the excess material in other phases of the work, led to an inquiry by the Contractor as to his status in the newly created position of facing a potential material shortage.

The attitude of the Department was measurably expressed in the reply through the Resident Engineer, that full control of the disposal of the subject material remained vested in the Department and such control would indeed be fully exercised.

CLAIM - CONTRACT NO. 6519 (Continued)

EFFECT NO. 2 -

The Contractor was now charged with the responsibility of re-evaluation of the previously assured material source as to the actual amount remaining at hand and the alternatives available for the procurement of the certain shortage.

It was subsequently determined that the interests of all parties could best be served by proceeding with the original plan of operation which required the move-in and erection of a crushing plant within the limits of the designated area as previously defined.

Such action was taken with very real doubt as to the adequacy of the remaining material to afford the required quantity, and the progressing operations quickly resolved such doubt into a factual analysis of a definite deficiency.

Being accordingly forced into appropriating additional materials from other sources, the Contractor immediately made agreements with private property owners for the purpose of procuring such materials and for the erection and operation of the required processing equipment.

This course of coerced action, being directly attributable to previous administrative errors by the Department, resulted in duplication and excessive costs which the Contractor would not otherwise have suffered.

Indeed, the total of such costs cannot be herein summarized. The loss of time; interuption of continuity; costs of negotiation and consultation as to an alternate source of supply; management and central office involvement in planning and rescheduling of personnel and equipment are only a few of the several instances which defy evaluation.

The Contractors cost records do, however, afford that portion of the direct costs attributable to the causes of action hereinbefore listed.

SUMMATION -

Total costs incurred by the Contractor resulting from the foregoing action, have been compiled as follows:

Daily Foremans Reports and crew member time cards are duly processed into computerized print-outs which are herewith included and accordingly marked Exhibit S-(1 through 4).

The occurrence dates of the entire Crushing operation pertinent to the subject project are recorded as follows:

(a) December,1965 - Began Crushing in Roadway Cut (Sta. 691+00 Vic.)

(b) February 23, 1966 - Completed Crushing of Materials at Hand (Sta. 691+00 Vic.)

(c) March 9, 1966 - Began Crushing at Alternate Site

(d) March 30, 1966 - Completed Crushing at Alternate Site

(e) May 17, 1966 - Completed move-out and area Cleanup

Exhibit S-1 is further identified as "Labor Distribution" which is a ledger record of daily operational labor costs as they are charged to the job cost accounts.

Exhibit S-2 is further identified as "Equipment Distribution" which is a ledger record of daily operational costs as they are charged to the job cost accounts.

Exhibit S-3 is further identified as "Job Quantity and Expense Posting" which is a summation of S-1 and S-2 as they apply to the related accounts, plus the recorded costs of applied materials.

Exhibit S-4 is further identified as "Operational Profit and Loss Statement" which summarizes all costs as previously indicated and relates such summary to the original job Estimate and proposed budget.

The numbered tabs attached to the aforementioned Exhibits indicate the weeks of actual operation beginning with a summation of costs of all crushing activity as of December 31, 1965 as No. 1 and extending through the completion and move-out of the Plant which is indicated as No. 21.

The overall degree of accuracy of such costing procedures is Certified by our Accounting firm, a copy of which is herewith attached and duly marked "Exhibit S-5".

CLAIM - CONTRACT NO. 6519 (Continued)

Actual expenditures from job records as hereinbefore outlined:

1. Development - Alternate Site $ 11,747.00

Reference:

Exhibit S-4

Wk.No.	Account	Total	Diff.
8	Pit-Quarry Dev.	$ 664.00	$
13	Pit-Quarry Dev.	$2222.00	$1558.00
8	Haul Rd. Dev.	$1266.00	
13	Haul Rd. Dev.	$2595.00	$1329.00
8	Plant Site Dev.	$7403.00	
13	Plant Site Dev.	16,263.00	$8860.00
		Total	$11,747.00

2. Mobilization - Alternate Site $ 11,077.00

Reference:

Exhibit S-4

Wk. No.	Account	Total	Diff.
8	Plant Erect.	$8272.00	
16	Plant Erect.	16,752.00	$ 8,480.00
13	Plant TearDn	16,752.00	
21	Plant TearDn	19,268.00	$ 2,516.00
8	Equip. Mob. (Aux.)	2,250.00	
16	Equip. Mob. (Aux.)	2,331.00	$ 81.00
			$11,077.00

3. Royalty Costs - Alternate Site $4,544.60

(a) Volume produced from Martin property recorded as 64,923.40 tons converted at a factor of 0.70 cubic yards per ton, yields 45,446.38 cubic yards. Cost is then determined in accordance with governing lease Agreement included herewith as Exhibit (C-1a).

4. Indirect Cost of Credit Applied to Original Bid Preparation $24,883.24

(a) In the preparation of the Project proposal, the Contractor, in evaluation of the information at hand, summarized the project requirements for crushed aggregates and accordingly determined that 175,000 c.y. of rock excavation from the cut section designated would be necessary to supply the need.

A resultant deduction in total estimated cost of performing the work was then made in an amount of $150,500.00 (175,000 @ $0.86 c.y.) for the purpose of avoiding duplication of costs in the total bid.

The Unit Cost of $0.86 per cubic yard shown herein is that cost determined by the Contractor, prior to the bid, as the Unit Cost of rock excavation in the cut section designated.

Final analysis indicates that the actual quantity realized for aggregate production was in the amount of 146,066 cubic yards, leaving a deficiency of 28,934 cubic yards. Such quantity at the Unit Price of $0.86 as previously submitted, results in an Indirect Cost to the Contractor as a direct result of the erroneous information listed in Cause 1.

QUANTITY SUMMARY -

Total Job Requirement (Final Estimate Corrected for Oil & Moisture)	342,979 tons
From Sta. 691+00 Vic.	259,476 tons (146,066 c.y.)
From Alternate Site (Martin)	64,923 tons (45,446 c.y.)
From Other	18,579 tons (13,005 c.y.)

5. Credit for Decreased Haul Distance from Alternate Source - ($13,645.32)

Credited amount derived as follows:

Haul Distance from Cut -	4.337 miles
Haul Distance from Martin Property	0.833 miles
Tonnage Hauled from Martin Property	64,923.70

CLAIM - CONTRACT NO. 6519 - (Continued)

(64,923.70 @ 4.337) - (64,923.70 @ .833) = 227,472 ton/miles

227,472 @ $0.06 Per Ton Mile - $13,648.32

6. Credit for Decreased Cost of Operation in Alternate Site $4,560.27

Reference

Exhibit S-4

Wk. No.	Period Ending	Total Production	Total Cost	Unit Cost
9	2-24-66	306,508*	$254,267.00	$0.829/T
14	3-31-66	403,185*	330,197.00	$0.782/T

Diff. 97,027T. @ 0.047 = $4,560.27

* Production estimated by load count into stockpile. Yield by actual weight was not consistant with Estimate. Relative costs (tonnage to total dollars) remain unaffected for the purpose intended here.

CONCLUSIVELY:

Item 1 - Site Development	$11,747.00
Item 2 - Mobilization	11,077.00
Item 3 - Royalties	4,544.60
Item 4 - Credit REfund	24,883.24
Item 5 - Applied Credit	(13,645.32)
Item 6 - Applied Credit	(4,560.27)
TOTAL	$34,046.25
7% (Markup)	2,383.24
SUM TOTAL	$36,429.49

EXHIBIT INDEX

MARK	DESCRIPTION
A-1	Sheet 12 of Project Construction Plans
B-1	Sheets 2 and 3 of Special Provisions
B-2	Sheet 7 of Special Provisions
C-1a	Martin Agreement
S-1	Labor Distribution
S-2	Equipment Distribution
S-3	Job Quantity and Expense Posting
S-4	Operational Profit and Loss Statement
S-5	Letter - Peat, Marwick, Mitchell & Co. to Houck

xxxxxxxxxxxxxxxxxx
xxxxxxx

Pendleton
Thaddeus B. Bruno, Member
Portland

Morgan
Docker
Bond
Barbee
Walker
Glenn
Swan

June 5, 1968

Roy L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon 97301

RE: Glendale Junction-Coyote Creek Section

Gentlemen:

This is in response to your claim on subject project which you submitted under date of August 24, 1967. Much time has elapsed due partly to the nature of this claim requiring considerable checking of final documents and review by field personnel that are now involved in other work.

First, we note that your August 24, 1967 presentation was the first notice of this claim so far as we can determine. We believe the nature of the claim clearly makes it subject to the limitations of Section 9-6 of the Standard Specifications. Proper timely notice was apparently not given.

Concerning the basis of the claim, we note the following facts concerning quantities:

The overall General Excavation on the contract actually overran some six per cent plus some additional done on Price Agreement. The total actual quantity removed from the Wolf Creek cut was reasonably close to the plan quantity; actually within some 7,000 yards. The underrun in the excess material should be considered with this perspective. There were two variables affecting this so-called excess; namely, the quantity and the quality.

Your claim is apparently based on the quantity difference, but we emphasize that the other variable nonetheless existed at the time of bidding and after. Section 6-2, which is not mentioned in your claim presentation, alerts the contractor to the fact that the State makes no guarantee as to the quantity or quality of prospective material sources. In effect, excess material

from the Wolf Creek cut was a prospective material source for the contractor. We cannot agree that the mere existence of an underrun from the quantity shown on the plan thereby establishes a proper basis for additional compensation to the contractor.

Regardless of the basis for making an adjustment, and we in no way acknowledge that there is a valid basis, several aspects of the amount of your claim are highly questionable. We find that a substantial quantity of crusher reject materials originating in the cut were not utilized on the Interstate project, but were sold by you to others. The value of this recovery does not appear in your claim derivation.

After your crusher was removed to the second source (the Martin Cow Creek gravel pit), substantial quantities of processed aggregate were delivered to other projects. Presumably, this was a benefit to the contractor, the value of which has not been prorated to absorb its proper share of the moving and site development cost at this second site.

The 86 cents per cubic yard credit refund, appearing as Item 4 of your claim derivation, does not appear to be valid. Its incorporation into your bid is not supported in any way. Considering the quantity variable, and the quality variable about which there is no question in the specifications, it is highly unlikely that anything like a $150,000 reduction from the bid was made for the possible excess material. At most, the actual effect of the shortage of excess from the cut should only be the effort involved in getting replacement material. This would obviously be much less than the 86 cents per yard claimed.

After thorough consideration of the information available to us, we therefore respectfully deny the claim as presented.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
F. D. Morgan
Construction Engineer

JAB:fw
bc: C. T. Keasey
J. E. Chaney

FORM E-90 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 21, 1968

Salem, Oregon

To: MEMO TO THE FILES

SUBJECT: Glendale Jct.-Coyote Creek
Contract No. 6519
Contractor's Claim
Wolf Creek Cut

The contractor, under date of August 24, 1967, submitted a claim in the amount of $36,429.49 based on the underrun of "excess" material originating in the Wolf Creek Cut (vicinity Station 690). The latest discussion on this matter took place March 13 in the Construction Engineer's Office with Division Engineer Keasey, Resident Engineer Jim Chaney, Roy Stein and the undersigned present.

Basis of Claim

Sheet 12 of the plans shows a bracket item "excess rock material, exc., 197,600." Page 7 of the special provisions includes a brief paragraph to the effect that the contractor would be permitted to use this excess material for crushing base rock and aggregates. The total quantity in this cut was 661,524 cubic yards compared with a total plan quantity for the cut of 668,898 cubic yards, so the total actual yardage in the cut was reasonably close. The same is true for the total excavation on the entire project, which actually overran 175,760 yards (6%), on the bid item alone which does not include an additional 35,562 yards done on Price Agreements. There was actually some 128,180 cubic yards of "excess" in the cut. The quantities stated by the contractor in his claim presentation are reasonably accurate.

The 6th paragraph of Section 102-2.1 of the General Specs is pertinent. This points out that materials indicated on the plans as excess are approximate only and that the contractor should satisfy himself that there is enough suitable material available for the completion of required embankments before disposing of any indicated excess material. Unfortunately the special provisions mentioned above may not have gone quite far enough in that it does not say that it is subject to the provisions of 102-2.1. The special provision may be too specific in conveying the idea that there really was excess rock in the amount shown on the plans. The special provision does not refer to the provisions of Section 6-2 concerning prospective material sources, on which the State makes no guarantee as to quantity or quality of material available. This special provision does refer to the quality risk assumed by the contractor.

The situation therefore can be summarized that from the overall project standpoint, the excavation quantities were reasonably accurate but since this cut was the only one which had materials labeled as "excess" the 35% of underrun of the excess materials is substantial and there might therefore be a basis for an adjustment in the compensation made to the contractor.

Basis of Adjustment

The amount of the contractor's claim has tentatively been reduced to $34,621.21 from a superficial check by the Cost Analyst. It is made up of 7 components as listed on page 12 of the contractor's claim.

1 & 2 - Development and Mobilization

The contractor seeks reimbursement for all his moving and development costs at the Cow Creek gravel source. Actually material was furnished from this Cow Creek setup to another project. Presumably, having set up at this alternate source, the contractor realized an economy in using it as a source of materials for other than just the subject project. Another complicating factor is that the contractor apparently sold some 5,000 tons, more or less, of rejected material from the Wolf Creek Cut to others and presumably recovered an amount that is not reflected in his claim derivation. A basic question here is whether these transactions involving other projects are germane to the subject project. Can the offsetting cost effect of these items be taken into account in arriving at the change in the contractor's unit cost on the subject project?

Item 3, which is only royalty payment, appears valid.

Item 4, the so called credit refund, is the contractor's way of showing the effect of the general excavation payment as an offset against his aggregate cost. This item is the largest money component in the claim and the way this credit has been applied is very questionable. The alleged excavation cost component for the Wolf Creek Cut material was 86¢ per cubic yard. This figure is not documented. The general excavation bid price was 65¢ per cubic yard. Another credit entry (Item No. 6) takes into account the fact that the Cow Creek gravel was easier to process through the crusher. In effect, the Wolf Creek Cut material was available for crushing for nothing as it was paid for as general excavation. If the available excess had not been of suitable quality, the contractor would have had to dispose of it without additional compensation and an underrun in that circumstance would actually save him an expense. Under these potential conditions it does not seem likely that a contractor would derive his bid by crediting back an excavation cost of $150,500. Why not allow a credit for some part of the rock production cost? The true adjustment, or change in unit cost would seem to properly be only the cost of making available the substituted Cow Creek gravel material.

Another pertinent point is that the August 24, 1967 presentation from the contractor was apparently the first formal notice of this claim. The only other and earlier references to it that we can confirm are a December 8, 1965 diary entry by Mr. Chaney and his reference to it in his narrative report after the project was completed. I would conclude that the contractor has failed to give proper timely notice in accordance with the specifications. The final voucher was mailed to the contractor June 16, 1967 so the claim was submitted within the 90 day limitation imposed under Section 9-16 but I believe Section 9-6 should control this type claim.

We will compile a summary of all the planned disposition of material in the cut compared to the actual disposition. We will also seek advice from our Legal Division as to the basis of the claim and if it is believed there is a valid basis for adjustment, we will also seek further advice concerning Items 1 and 2, which involve use of the materials on other projects, and on Item 4.

F. D. Morgan
Construction Engineer

By: John A. Bond

John A. Bond
Staff Assistant

JAB:ss

cc: F. B. Klaboe
C. T. Keasey
J. E. Chaney

S-262(8)	N. Unit, Diamond Jct.-Frenchglen Sec., Frenchglen Hwy.	1964
#6520	(Grad. & Oil.)	[redacted]

Monthly transaction number	FQ..../PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	...ate
6-152		Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County
9		Harney
Modification number	6-19-67 (PPM 21-7)	Project number
1		S-262(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 14, 1965, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 463,949	$ 489,525
Federal funds	$ 293,900.00	$ 301,644.27
Other revisions		

This modification is made for the following reasons:

Final Voucher

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 19 day of June, 1967.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. H. Kleber

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
A. W. Parsons, Division Engineer

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

US COMM-DC 26364-P65

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
2(4)	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 4		COUNTY Harney
		PROJECT NO. S-262(8)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

SR 440, SR 205 Diamond Jct. So. 9 mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-16-64	5.966
'OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 463,949.00	$ 293,900.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stuen

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: A. W. Parsons
(Division Engineer)

By: L. K. Backlund, Administrative Manager

Date executed by Division Engineer January 16, 1965

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8906-P64

Oregon State Highway Department

Federal Aid
Project No. S-262(8)

M. UNIT, DIAMOND JCT.-FRENCHGLEN SECTION OF THE FRENCHGLEN HIGHWAY IN HARNEY COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 31, 1964

Type Code 5231
Roadway (Sta. 1024+00 to Sta. 1343+00) (Contract No. 6520)

General Excavation, Unclassified	60,000	cu.yd.	$ 0.95	$ 57,000.00
Trench Excavation	140	cu.yd.	3.00	420.00
Watering	4,300	M-gal.	2.00	8,600.00
Moving Cost	All	Required		17,800.00
Blade Grader	630	hours	16.00	10,080.00
Tractor (185 HP) Power Winch and Dozer	450	hours	22.75	10,237.50
Tractor (235 HP) Dozer and Hydraulic Ripper	725	hours	28.00	20,300.00
Power Shovel	110	hours	35.00	3,850.00
Scraper	1,580	hours	22.50	35,550.00
Track-Mounted Drill with Compressor	360	hours	29.20	10,512.00
Rear Dump Trucks	220	hours	18.50	4,070.00
Air Compressor (210 C.F.M.)	180	hours	5.00	900.00
Jackhammer	220	hours	7.00	1,540.00
Laborer	220	hours	6.00	1,320.00
Explosives (Dynamite)	8,700	lbs.	0.55	4,785.00
Explosives (Ammonium Nitrate Fuel Oil)	11	tons	240.00	2,640.00
3/4"-0 Material in Base	13,300	tons	1.49	19,817.00
Stone Base	70,850	tons	1.49	105,566.50
3/4"-0 Aggregate in Prime Coat	630	cu.yds.	3.50	2,205.00
MC 250 Asphalt in Prime Coat	100	tons	52.00	5,200.00
Aggregate in Asphaltic Macadam	5,410	cu.yds.	4.00	21,640.00
120-150 Asphalt in Asphalt Macadam	420	tons	50.00	21,000.00
RS-1 Asphalt in Asphalt Macadam	120	tons	52.00	6,240.00
Extra for Asphalt Macadam Approaches	8	only	50.00	400.00
Class "A" Concrete in Box Culvert	50	cu.yds.	125.00	6,250.00
Metal Reinforcement in Box Culvert	7,000	lbs.	0.147	1,029.00
12-inch Culvert Pipe	80	lin.ft.	3.50	280.00
18-inch Culvert Pipe	780	lin.ft.	5.00	3,900.00
Guide Posts, W-1	280	only	8.50	2,380.00
Bracket Reflectors	30	only	5.00	150.00

Type 1-5W Fence	3,580 rods	$ 8.00	$ 28,640.00
16' Type 1-5W Single Gates	1 only	120.00	120.00
			$414,422.00
Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00
Signing	" "		350.00
Seeding and Fertilizing	" "		6,000.00
			$ 7,350.00
	Subtotal		$421,772.00
	10% Engr. & Cont.		42,177.00
	Total		$463,949.00

Length of Roadway - - - - - - - - - - - - - 5.966 miles
Cost of Roadway per Mile- - - - - - - - - $77,765.50

Federal Funds -	$293,900.00
State Funds -	170,049.00
	$463,949.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

FILED
MAR 2 1967

FOR FILING

S-26:(8) B, 15
6520

1341

Forward to trial 3/2[illegible]67
JSK.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19, 1967

NOTE:
F. B. KLABOE

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: McEwen v. State
Marion County Circuit
Court No. 61111
Our File L-5097, North
Unit-Diamond Junction
French Glen Section
Contract No. 6520

Your January 16 assignment requests our recommendation concerning some compromise offer in an attempt to negotiate a settlement on this claim. This has been suggested with respect to the second part of the claim, in which the contractor seeks $5,845.60 for equipment standby when the grading work was interrupted, pending a determination of availability of funds within the project authorization. (Legal Division agrees our position is stronger on the first part of the claim, arising from the change in the typical section through the material source cut.)

The references Mr. Johansen cites arising from other contract arguments are probably concerned with unit cost type of contracts. In recommending against payment in our case, we have emphasized the hourly rental aspect of it, and our specifications under which the hourly rental work was done. However, in pursuing this matter a little further, I find that the hourly rental items actually only comprised 30 per cent of the contract amount. Part of the equipment in question was employed in both hourly rental and unit price work under the contract, so there is an intermingling of the effect of the idle time with both type of bid items which weakens our position.

We note particularly the comments on Page 4 of Johansen's letter concerning limitations of stop work authority under Article 8-6. Funding problems on our part are not covered as a cause in this spec.

As you know, we have resisted any acknowledgement of liability on claims for idle equipment time (other than allowed by Article 8-11) partly out of concern over the precedent that might be set if we did so. Mr. Johansen advises that a compromise here would not set a poor precedent on other idle equipment claims. The reason for the idle time here is different than we have encountered before. We would therefore sanction a compromise offer of up to $3,000, but suggest that it not be specific as to which part of the claim it applies.

2-17-67
Johansen to offer (subj to approval by adm.)
3000 to settle all claims
JSK

B/op 3/2

(This contract actually underran the original authorization by some 0.75 per cent. A compromise settlement of $3,000 would bring the cost up to about the authorization amount.)

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:sg

RECEIVED
JAN 20 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—7-66

Decker
Bond
Forbes

RECEIVED
JAN 13 1967
CONSTRUCTION DIVISION

SP*63687-734 Morelock
Trout
Scott
Wills
Litchfield
Olson

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1967

To: F. D. Morgan
Construction Engineer

B u i l d i n g

SUBJECT: McEwen v. State
Marion County Circuit
Court No. 61111
Our File L-3097, North
Unit-Diamond Junction
French Glen Section
Contract No. 6520

Please refer to the Complaint in the above case, a copy of which was forwarded to you with our letter of July 25, 1966. Considerable background information on the claims involved in this case was sent to us under cover of your letter of July 29, 1966.

This case is now at issue, and in the normal course of events, it should be assigned a trial date within the next few months. The purpose of this letter is to review the prospects in the forthcoming trial.

As to the first cause of action, involving a claim for additional costs arising out of a change in typical cross section, we are inclined to agree with the previous determination that the contractor is entitled to no extra money. It appears that there is little dispute with the contractor as to the pertinent facts, and this will be primarily a legal question for determination by the Court, after considering the pertinent contract provisions. We believe that the State has a better than even chance to achieve a favorable result on this claim.

As to the second cause of action, based upon a claim for delay damages arising out of suspension of a portion of the work in the spring of 1965, we believe the probabilities are that the contractor will prevail. It appears that the suspension of work involved arose from the department's temporary uncertainty that funds would be available within the project authorization for completion of the grading on the southerly .7 of a mile on this project.

This claim has been denied, apparently on the primary basis that this is an hourly rate or equipment rental contract, as to the work in question, in which the specifications give the engineer authority to determine when and where the equipment shall be used.

Involved in this dispute is the general principle of contract law that in all contracts there is an implied term that the person for whom the work is to be done will not obstruct, hinder or delay performance of the contract but, on the contrary, will in all ways facilitate the performance of the work to be

done for him. Restatement, Contracts, Sections 295, 315; Kaltoft v. Nielsen (Iowa, 1960) 106 NW 2d 597, 602. For a more comprehensive review of illustrations of this rule, see Mr. Rohde's letter of October 14, 1965, to the Bureau of Public Roads, Attention Mr. Dee, regarding the request for time extension on Siskiyou Summit Section, Contract No. 6360, and the enclosures thereto.

Generally, it may be said that a contractor is not entitled to recover damages arising out of delay where the delay is one which the owner was specifically authorized by the contract to cause.

An example is DeFuy v. Lone Star Dredging Co. (Texas Civil Appeals, 1942) 162 SW 2d 161. That case was an action by a subcontractor against a prime contractor on a seawall construction project. Plaintiff had a subcontract to do dredging and certain hydraulic fill work. The subcontract reserved to defendant the right to order filling, with dredged material, of an area outside the seawall to serve as a work area for construction of the wall. The contract also provided that "the progress of the work shall be as directed by J. DeFuy [defendant] or his superintendent in charge...." Under a plan of operations approved by all parties, plaintiff was to start dredging at the south end and work north, while a pile-driving subcontractor was to start at the north end and work south.

Plaintiff obtained judgment in the trial court, among other claims, on two claims based on delay: (1) delay damages arising from defendant's orders to plaintiff to move his dredge from time to time, and (2) damages from delay occurring when defendant ordered plaintiff to shut down for a few days when his northbound operations met the piling subcontractor's southbound operations.

The judgment was reversed on both claims, on the basis that plaintiff was entitled to no recovery. As to the delay from orders to move the dredge on various occasions, the court said:

> "As the contract bound appellee [plaintiff] to extend the hydraulic fill if and where required by J. DeFuy, it follows that the dredge would have to be shifted whenever necessary to extend the fill under DeFuy's orders, and DeFuy cannot be held liable in damages for the exercise of a contract right, even though his action did cause some delay to appellee [plaintiff] and render its performance more onerous. No breach of contract on the part of DeFuy is shown." 162 SW 2d at 164.

As to the delay based on the temporary shutdown order, when plaintiff's northbound dredge met the piling subcontractor's southbound dredge the court said:

> "One of the operations had to be temporarily shut down, a result easily foreseen when the plan of procedure was adopted. Under these circumstances, DeFuy, in ordering the appellee's dredge shut

> down, was within his contract rights as set forth in his contract with appellee, which provided that the 'progress of the work shall be as directed by J. DeBuy or his superintendent in charge.'
>
> '...The situation is therefore similar to that presented by the group of issues submitted in connection with the shifting of the dredge. The same principles are applicable and no liability can be predicated upon DeBuy's doing that which he had a right to do under the contract.' 162 SW 2d at 164, 165.

The court went on to say that even if defendant had agreed to pay for the shutdown, a point upon which the evidence was conflicting, such an agreement would be void for lack of consideration, as he had the right to order the shutdown under the terms of his contract.

A similar result was reached in Kemp Engineering Corp. v. City of New York (New York, 1939), 11 NYS 2d 590. That was an action by a sewer contractor against the city on several claims. Items 4 and 5 were for damages caused plaintiff when the city refused, for a time, to allow defendant to proceed with part of the work, since it would conflict with the operations of a pier contractor working in the same area. Plaintiff's contract provided, among other things, as follows: (1) The work could be suspended by the Borough President if he deemed it in the best interest of the city to do so, and (2) should a postponement or delay be occasioned by the precedence of paving or other contracts, no claim for damages might be asserted.

In denying recovery on these items, the trial court said:

> 'While it is quite true that such provisions will not excuse the city for delay of its own making [citing authorities], such clauses are effectual when invoked to cover the very situation to which they refer.' 11 NYS 2d at 592.

On appeal in the last-cited case (260 App. Div. 587, 23 NYS 2d), the Appellate Division modified the judgment on some of the other items, but affirmed the judgment for the city on items 4 and 5 "...in view of the exculpatory clauses"; on further appeal, the Appellate Division was affirmed in all respects, with no opinion (286 N.Y. 657, 36 NE 2d 695).

It may be well to compare the contract provisions in Kemp, the last-cited case, with those in the instant case. Here, it is provided in the contract that equipment for the hourly rate roadwork shall be used only at such times and places as the engineer may direct (Art. 120-1.3, Standard Specifications). It is also provided, in effect, that the timing and sequence of operations is subject to the direction of the engineer, but that normally work is to be done when weather conditions are reasonably favorable between the hours of 8:00 a.m.

and 5:00 p.m. five days per week (Art. 120-3.2, Standard Specifications). Within reasonable limits, it is believed that these provisions of course can be enforced and that the contractor would have no claim for damages if, for example, the engineer directed the contractor to hold up work in one area until something was completed in another area, or to move equipment from one location to another. However, where as in this case work in one area is stopped entirely for nearly a month, under circumstances where it appears that the equipment could not efficiently be used anywhere else on the project, a somewhat different question is presented.

The engineer is also given authority by the contract to suspend the work wholly or in part for such period as he may deem necessary, due to specified causes. Art. 8-6, Standard Specifications. The specified causes are unsuitable weather, conditions considered unfavorable for the prosecution of the work, or failure on the part of the contractor to correct unsafe conditions, carry out orders given, or to perform the provisions of the contract. Art. 8-6. It is not believed that this provision can be considered as authorizing a suspension of the work by reason of doubt as to whether sufficient funds for its completion are going to be available. The engineer does not have broad authority to suspend the work for 'the best interests' of the State, similar to that in the Reno case, supra.

It is noted that a subsequent portion of Article 8-6 provides that suspension of the work ordered by the engineer shall not furnish grounds for claims by the contractor for damages. It is believed that this must be read in connection with the previous portions of the same Article, and should be considered as relating only to suspensions ordered for unsuitable weather, conditions unfavorable for prosecution of the work, or the listed defaults by the contractor. The suspension order issued was not, therefore, for a cause or reason specifically covered by the "no damage claim" clause, as in the Reno case.

The specific question in this case then, seems to be whether the State is liable to pay damages to the contractor incurred when work in a certain area is suspended for a period of several weeks, by reason of an actual or anticipated shortage of funds, where the contract does not specifically authorize suspensions of such duration except for specified other causes, but does authorize the engineer to direct the times and places for equipment to be used.

There appear to have been few decided cases involving substantially similar facts. There are, however, numerous cases holding, on a related question, that a contractor is justified in stopping work altogether and suing for damages when the owner fails to make progress payments when due. Anno., 91 L. Ed. 48, 50; Anno., 115 ALR 65, 75.

Two cases have been found involving substantially similar facts to those involved in the present case. In both instances, it was held that the owner was required to pay the contractor's resulting damages.

Joulin v. United States, 89 Ct. Cl. 345 (1939), involved a roadbuilding contract. The advertisement for bids advised that the government had "programmed" $429,500 for the project, $64,000 of which was cash immediately available, "and $365,500 is funds authorized against which contractual obligations can be incurred." Plaintiff's bid, based on unit prices, amounted to $306,094, and additional work ordered by the government raised the price to $355,682.74.

Near the end of the second season, when some $237,000 worth of work had been completed, the government notified plaintiff that no further funds would be available until appropriated by Congress, and that the work would have to be suspended until further notice. After about six months, notice was given that funds were now available, and that work could be resumed when weather permitted. The weather was favorable after about two more months, the work was resumed and eventually completed. Time extensions were granted, and no liquidated damages were assessed.

The plaintiff's claim included expenses to move some of his equipment out of high, mountainous areas for the winter, the costs of protecting equipment and work during an additional winter, and idle time.

The court's opinion fails to disclose the terms of any contract provisions as to suspension of the work.

It was held that plaintiff was entitled to recover damages caused by the delay, including the reasonable rental value of equipment during the delay. The basis for the decision is summed up in the following passage:

> "The general rule is that persons contracting with the Government to perform work under general appropriations are not bound to know the condition of the appropriation account of the Treasury or the contract book of the department. [Citing authorities.] And where the Government has failed to carry out its part of the contract the plaintiff, having suffered damage as a result thereof, is entitled to recover the amount of damages proved." 89 Ct. Cl. at 359, 360.

The court went on to say that notwithstanding the statement in the advertisement for bids that only $64,000 was "cash immediately available":

> "Considering all the circumstances of the case, we think the plaintiffs were not bound to keep watch upon the appropriations made by Congress and the program of the Secretary which apportioned the sums so appropriated." 89 Ct. Cl. at 361.

Similarly, in the instant case, it would appear that although the contractor might be held required to anticipate delays because of bad weather, or temporary delays for sound engineering reasons, he would not be required to antici-

pate that the work might be delayed because the State does not have, or thinks it does not have, sufficient funds to complete the work included within the contract and plans.

A similar result was reached on similar facts in Herbert M. Baruch Corp. v. U. S., 93 Ct. Cl. 107 (1941). In that case, one of two claims, (recovery on both of which was allowed) involved delay damages incurred when the government suspended work on one building involved in the project, while considering the omission of that building entirely for reasons of economy. It eventually was decided to go ahead with the building. The court said:

> "Manifestly this delay was not in the contemplation of the parties at the time of the making of the contract. It was done pursuant to a policy of economy which the defendant determined upon after the making of the contract. It was not the fault of the contractor and he had no part in such determination. He should be permitted to recover the actual and necessary costs flowing from the delay that was occasioned by this action on the part of the defendant." 93 Ct. Cl. at 123.

The court summarily disposed of the government's objection that the contract did not authorize damages for delays, and that a time extension had been granted, as follows:

> "It is unthinkable that the plaintiffs should suffer the entire damages brought about by the stop order...when such order was issued by the defendant wholly for its own benefit." 93 Ct. Cl. at 125.

Based upon the foregoing principles and authorities, it is thus our opinion that it is very likely that the contractor will be allowed some recovery for the damages they claim in the present case.

We have not overlooked the fact that the contractor failed to give notice of this claim when the stop order was issued, as contemplated by Article 9-6. However, this is not deemed an appropriate case in which to test the somewhat doubtful vitality of that contract provision; the claim was considered on its merits, and it appears that we were not prejudiced by the failure to give notice of claim at the time of the suspension of work.

As to the amount of recovery, it is noted that in your inter-department letter to Mr. Kinboe on March 21, 1966, it is stated that: "The days cited by the contractor are correct and the equipment was idle for this period awaiting completion of drilling and shooting in the materials source cut. The rental rates used by the contractor are reasonable and, in fact, slightly below the rates derived by our cost analyst. The question here, therefore, is whether

the circumstances are valid for a claim at all." From this, we infer that if the contractor is entitled to recover on this claim at all, you do not seriously dispute the amount of the claim, which is $5,845.66.

We are inclined to believe that in the event this claim is litigated, there is some likelihood that we could show that the proper amount of recovery is nevertheless substantially less than the amount claimed by the contractor. It appears from the file that the amount claimed is based upon equipment rental rates ordinarily used for force account work, and presumably is based upon eight hours per day for the equipment involved during the period of shutdown. It is believed that this is not an appropriate case for arguing that the contractor should have hauled away the idle equipment and used it somewhere else in order to minimize his losses.

However, a recent decision by the U. S. Court of Claims involved a delay damages claim wherein it was held that the contractor was entitled to recover, on the basis that the government caused an unreasonable delay which the contract did not contemplate or excuse. In establishing the amount to be recovered, the parties differed as to whether rental rates published by the Associated Equipment Dealers should be used, or whether equipment ownership rates published by the AGC should be used. The court held that recovery should be as close as possible to the actual loss sustained, and that in the particular case involved, since the contractor was not involved in the business of leasing its equipment to others, and since it did not have any equipment leased from outside sources idled by the delay in question, that the AGC rates, contended for by the government, would be correct.

The interesting point is that both parties seemed to agree, and the court held, that regardless of which published rate schedule was used, the rates should be reduced by approximately 30 per cent, on the basis that the actual ownership costs of idle equipment are not as great as the actual ownership cost of equipment which is being operated. L. L. Hall Construction Co. v. U. S. (Ct. Cl., 16 Dec. 1966), The Government Contractor, Vol. 9, No. 1, par. 14.

While the foregoing decision by the U. S. Court of Claims is not legally binding upon the Oregon courts, it nevertheless shows that a competent court experienced in similar claims recognized, as did the parties, that while it costs something to maintain idle equipment, it costs even more to operate it. The basic theory of this seems to be that equipment suffers no wear and tear when it is idle. If, in the present case, the contractor leased all or part of the idled equipment from others, this reduction theory may not be very persuasive. However, if the Oregon court can be induced to follow this line of reasoning, the amount of recovery should be substantially less than the amount claimed, even assuming that the hours and rates cited by the contractor are otherwise correct.

At the time of trial, it is to be regarded as a certainty that the court will inquire as to what if any efforts have been made by the parties to settle this case. As of now, no such efforts have been made or authorized, since the lawsuit was filed. Since it appears probable that the contractor will be allowed a recovery of at least a part of the amount claimed on the second cause of action, even if nothing is allowed on the first cause of action, it would appear to be advantageous to be able to make some compromise offer on this case, even if not accepted by the contractor in full release, in order that the court will not commence the trial with the idea that we are being altogether arbitrary and unreasonable in the matter. Under the circumstances present here, it appears that a compromise offer of from $3000 to $3500 would be justified. The total amounts claimed are $8,825.50 on the first cause of action, and $5,845.66 on the second cause of action, for a total of $14,671.16.

ALAN H. JOHANSEN
Staff Attorney

AHJ:gw

cc: F. B. Klaboe
F. D. Morgan
G. E. Robda
F. C. McKinney
Robert Patterson

RECEIVED
JAN 16 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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AUG 3 - 1966

FOR FILING

S-26:(6)

6520

To:

913
915

Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1966

SUBJECT: Contract No. 6520
North Unit, Diamond Junction-Frenchglen
Contractor F. H. McEwen claims and law suit
Assignments FBK-913 and FBK-915

The claim suit filed by the contractor includes two items which have been covered by previous discussions and correspondence, most recent of which was your March 25 letter to Mr. McEwen. The suit covers what was then referred to as claims 1 and 3. The suit ~~was~~ is based on figure 9,290 cubic yards as the volume deleted from the prospective material source cut. This is a reduction from the quantity the contractor originally was seeking adjustment on. He has apparently dropped the claim No. 2 for anti-stripping additive and No. 4 for idle blade or scraper time.

By a separate letter at this time I am providing Mr. Johansen with pertinent data from our files.

It seems to me the issues here are pretty clearly drawn. We did grant a one month time extension primarily because of the interuption imposed on the grading work.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

NOTED
F. B. KLABOE

JAB:nh

VICTOR D. WELLE

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

Routing
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Dechter
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Wills
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JUL 1966
CONSTRUCTION DIVISION

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

July 25, 1966

REFERRED TO
Bond
BY ASST. STATE HWY. ENGR.

Please bring me up to date on Joints

Oregon State Highway Commission

Re: Institution of Legal Proceedings

Gentlemen:

Since the last Commission meeting the following legal proceeding has been filed involving the State Highway Commission.

F. B. KLABOE
FILED

F. H. McEwen vs. State of Oregon, by and through its State Highway Commission, L-5097: Complaint was filed in the Circuit Court of Oregon for Marion County to recover the sum of $14,671.20 which amount the plaintiff claims is still owed by the State following his performance of State Highway Contract No. 6520. The aforementioned contract covered the N. Unit Diamond Junction-Frenchglen Section of the Frenchglen Highway. It was awarded on December 15, 1964 and accepted by the Commission on January 10, 1966.

Two causes of action were set forth in the complaint. The first cause of action, in the sum of $8,825.50, is based on the plaintiff's allegation that the State materially changed the contract by reducing the number of yards of excavation called for in the bid by 9,290 cubic yards. The second cause of action, in the sum of $5,845.70, is based on the allegation that on March 10, 1965 the State issued a suspension order which prevented the contractor from doing certain work on the contract notwithstanding the fact that he had the necessary equipment available and was willing to proceed in accordance with the contract.

The Legal Department will handle the defense of this case on behalf of the Commission.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg
cc - Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Tom Edwards
Mr. F. B. Klaboe
Mr. Floyd Query
Mr. D. H. Moehring
Mr. C. H. Maison
Mr. Robert Y. Thornton
Mr. E. S. Hunter
Mr. Dale Allen

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JUL 2 6 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Legal & R/W

Received 10:50 AM July 21, Floyd Omeg J.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

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JUL 21 19[illegible]
LEGAL & RIGHT OF WAY

F. H. McEWEN,

Plaintiff,

v.

STATE OF OREGON, acting by and through its State Highway Commission,

Defendant.

No. 61111

COMPLAINT

NOTED
F. B. KLABOE

For his first cause of action, plaintiff complains and alleges as follows:

I

The State Highway Commission of the State of Oregon is an entity designated by statute (ORS 30.320) against which an action can be brought, and the acts and matters hereinafter complained of were the acts of the State Highway Commission acting pursuant to its statutory authority.

II

On or about December 15, 1964, plaintiff and defendant entered into a contract, whereby plaintiff undertook construction of approximately 5.97 miles of highway road bed grading and stone basin oiling, together with additional and incidental work, consideration for which defendant agreed to compensate plaintiff.

III

Item No. 1 under said contract provided for the excavation of various materials to be performed to the lines, grades and cross sections as indicated in the plans, such excavation to be of approximately 60,000 cubic yards at a unit price of 95 cents per cubic yard.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

RECEIVED
JUL 21 1966
LEGAL & RIGHT OF WAY

F. H. McEWEN,

Plaintiff,

v.

STATE OF OREGON, acting by and through its State Highway Commission,

Defendant.

No. 61111

COMPLAINT

NOTED
F. B. KLABOE

For his first cause of action, plaintiff complains and alleges as follows:

I

The State Highway Commission of the State of Oregon is an entity designated by statute (ORS 30.320) against which an action can be brought, and the acts and matters hereinafter complained of were the acts of the State Highway Commission acting pursuant to its statutory authority.

II

On or about December 15, 1964, plaintiff and defendant entered into a contract, whereby plaintiff undertook construction of approximately 5.97 miles of highway road bed grading and stone basin oiling, together with additional and incidental work, consideration for which defendant agreed to compensate plaintiff.

III

Item No. 1 under said contract provided for the excavation of various materials to be performed to the lines, grades and cross sections as indicated in the plans, such excavation to be of approximately 60,000 cubic yards at a unit price of 95 cents per cubic yard.

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OFFICE OF

IV

The contract provided that defendant might make changes and alterations in the plans and details of construction and that, in the event the character of the work or the unit costs were materially changed, a fair and equitable allowance would be made.

V

Defendant did in fact make a material change and alteration in the plans and details of construction which did materially change the character of the work and the unit costs thereof by changing the typical cross section for excavation at Station 1270 from a 60-foot width at the bottom of the cut to a 46-foot width resulting in reduction of quantity to be excavated of 9,290 cubic yards.

VI

An equitable allowance to be made plaintiff by reason of the foregoing is $8,8[illegible].50, which together with interest at the rate of 6 per cent per annum from November 1, 1965, is now due and payable from defendant to plaintiff.

VII

Plaintiff duly performed all the terms and conditions of said contract on his part to be performed and did, within 90 days following the mailing of the engineer's final estimate and voucher, submit to defendant and its engineer an itemized statement of the foregoing claim. One year has not elapsed since the mailing to plaintiff of defendant's notice of rejection of the aforesaid claim.

For his second cause of action, plaintiff complains and alleges as follows:

I

Realleges the allegations of paragraphs I and II of his first cause of action.

II

Under the contract, plaintiff was required to and did maintain certain minimal equipment as specified by the contract in order to perform the work as economically and expeditiously as possible. Plaintiff was further required to prosecute the work as vigorously and continuously as weather conditions would permit. Within the framework of and consistent with the foregoing, defendant was obliged to direct plaintiff as to the times and places for the use of said equipment.

III

Defendant breached its obligations under the contract by wrongfully terminating and suspending on March 10, 1965, certain work required under the contract between Sections 1313 and 1325, proximately causing damage to plaintiff in the sum of $5,845.60, together with interest thereon at the rate of 6 per cent per annum from April 5, 1965, which sum is now due and payable from defendant to plaintiff.

IV

Realleges the allegations of paragraph VII of his first cause of action.

WHEREFORE, plaintiff demands judgment against defendant as follows:

1. On his first cause of action for the sum of $8,825.50, together with interest thereon at the rate of 6 per cent per annum from November 1, 1965.

2. On his second cause of action for the sum of $5,845.70, together with interest thereon at the rate

of 6 per cent per annum from April 5, 1965.

3. For his costs and disbursements incurred herein.

KOBIN & MEYER

By PAUL R. MEYER
Attorneys for Plaintiff
314 Oregon Bank Building
Portland, Oregon

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

F. H. McEWEN

Plaintiff

vs.

STATE OF OREGON, acting by and through its State Highway Commission,

Defendant

61111

SUMMONS

To STATE OF OREGON, Acting by and through its State Highway Commission Defendant

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and answer the complaint filed against you in the above entitled cause within ten days from the date of service of this Summons upon you, if served within this County; or if served within any other County of this State, then within twenty days from the date of the service of this Summons upon you; or if served outside the State of Oregon but within the United States, then within four weeks from the date of the service of this Summons upon you; or if served outside the United States but within a territory of the United States, then within ten weeks from the date of the service of this Summons upon you; or if served within a foreign country, then within twenty weeks from the date of the service of this Summons upon you; and if you fail so to answer, for want thereof, the plaintiff will demand judgment as follows:

1. On his first cause of action for the sum of $8,825.50, together with interest thereon at the rate of 6 per cent per annum from November 1, 1965.

2. On his second cause of action for the sum of $5,845.70, together with interest at the rate of 6 per cent per annum from April 5, 1965.

3. For his costs and disbursements incurred herein.

ROBIN & MEYER

By PAUL R. MEYER

Attorney for Plaintiff

Post Office Address 314 Oregon Bank Bldg.
Portland, Oregon 97204

STATE OF OREGON,
County of MULTNOMAH } ss.

I, the undersigned, one of Plaintiffs Attorneys, do hereby certify that I have prepared the foregoing copy of Summons and have carefully compared the same with the original thereof; and that it is a correct transcript therefrom and of the whole thereof.

Portland, Oregon, dated the 19th day of July, 1966

Attorney for Plaintiff.

TO THE SHERIFF SERVING THIS SUMMONS:

You are hereby directed to serve a copy of the within Summons, together with a copy of the Complaint, upon the Defendant, _____

and a copy of the within Summons only upon the other defendant, _____

Attorney for _____

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

F. H. McEWEN

Plaintiff

vs.

STATE OF OREGON, acting by and through its State Highway Commission,

Defendant

61111

SUMMONS

To STATE OF OREGON, Acting by and through its State Highway Commission Defendant

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and answer the complaint filed against you in the above entitled cause within ten days from the date of service of this Summons upon you, if served within this County; or if served within any other County of this State, then within twenty days from the date of the service of this Summons upon you; or if served outside the State of Oregon but within the United States, then within four weeks from the date of the service of this Summons upon you; or if served outside the United States but within a territory of the United States, then within ten weeks from the date of the service of this Summons upon you; or if served within a foreign country, then within twenty weeks from the date of the service of this Summons upon you; and if you fail so to answer, for want thereof, the plaintiff.....will demand judgment as follows:

1. On his first cause of action for the sum of $8,825.50, together with interest thereon at the rate of 6 per cent per annum from November 1, 1965.

2. On his second cause of action for the sum of $5,845.70, together with interest at the rate of 6 per cent per annum from April 5, 1965.

3. For his costs and disbursements incurred herein.

ROBIN & MEYER

By PAUL R. MEYER

Attorney for Plaintiff.

Post Office Address 314 Oregon Bank Bldg.
Portland, Oregon 97204

STATE OF OREGON,
County of MULTNOMAH } ss.

I, the undersigned, one of Plaintiffs Attorneys, do hereby certify that I have prepared the foregoing copy of Summons and have carefully compared the same with the original thereof; and that it is a correct transcript therefrom and of the whole thereof.

Portland, Oregon, dated the 19th day of July, 1966

Attorney for Plaintiff.

TO THE SHERIFF SERVING THIS SUMMONS:

You are hereby directed to serve a copy of the within Summons, together with a copy of the Complaint, upon the Defendant..., _____

and a copy of the within Summons only upon the other defendant..., _____

Attorney..... for.....

STATE OF OREGON,
} ss.
County of.....

I,.....Sheriff of.....County, Oregon, do hereby certify that I have served the within Summons within said County and State on the.....day of....., 19....., on the within named defendant.....

.....

.....

by personally delivering a copy thereof prepared and certified to by.....Attorney..... for the plaintiff....., together with a copy of the Complaint mentioned in the within Summons, prepared and certified to by said Attorney..... for the Plaintiff....., to.....

.....personally and in person

.....Sheriff of.....County, Oregon.

By.....
Deputy.

State Highway Commission
Salem

CLERK'S NO.....
SHERIFF'S NO.....
BOOK NO.....
PAGE.....

IN THE CIRCUIT COURT
OF THE
STATE OF OREGON
FOR THE
County of MARION

F. H. McEWEN
Plaintiff
vs.
STATE OF OREGON
Defendant

SUMMONS

Filed....., 19....

Clerk

By.....
Deputy

Kobin & Meyer
314 Oregon Bank Bldg.
Portland, Oregon 97204
Attorneys for Plaintiff

Affidavit to be completed when served outside of Oregon.

STATE OF.....
} ss.
County of.....

I,.....
being first duly sworn, on oath, depose and say:

That I am, and at all the times hereinafter mentioned was, over the age of twenty-one years, a resident and inhabitant of said County of....., State of....., not a party to or interested in the above entitled suit or action, and competent to be a witness therein; and that I am, and at all the times hereinafter mentioned was, in all respects a competent person, that on the.....day of....., 19....., I received the foregoing Summons for service upon

.....

the defendant.... named therein; that I served the said Summons on the said Defendant.... on the..... day of....., 19....., within the County of....., and State of..... by then and there personally delivering to and leaving with the said Defendant...., ..., personally and in person, a copy of said Summons, together with a copy of the Complaint referred to in said Summons, both duly certified to by..... .....attorney.... for the Plaintiff....; and that the said person so served by me is the identical person.... named as.....Defendant.... in the above entitled suit or action.

.....

SUBSCRIBED AND SWORN to before me this.....day of....., 19.....

.....
Notary Public for
My commission expires.....

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MAR 28 1966

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C-2(2)
6520

March 25, 1966

461

Mr. F. H. McEwen
General Contractor
220 East 17th Avenue
Eugene, Oregon 97401

Re: North Unit, Diamond Junction-Franchglen Section, Contract No. 6520, Contractor's Claims

Dear Mr. McEwen:

The claim, in four parts, which you presented under date of February 10, 1966, has been reviewed and carefully considered. Our decision and the reasons therefor follow:

1. Your claim is based on the material source aspect of the Station 1270 cut. Yet Section 6-2(b) of the standard specifications clearly indicates that the State makes no guarantee or representation of the quality or quantity of material from a prospective source. We further note that the volume of material involved in a 16-foot wide section 30 feet in depth through the cut would be only 9,290 cubic yards volume, whereas your claim is based on a much larger quantity. The fact that a second prospective source, located nearby the subject cut, was also made available by the specifications as a prospective source, would seem to remove all doubt of any intent to depend on the cut exclusively for aggregate materials. Payment of part I of your claim is respectfully denied.

2. This claim must be considered in reference to the applicable specifications for this project, which are found in Section 310, without modification. Three of the prescribed asphalt stripping tests were made and all three failed. The specification requires the contractor to provide anti-stripping additive or other approved measures to correct such a deficiency and further provides in the last paragraph of 310-5.1 that the contract unit prices are full compensation for all the work specified. We must, therefore, deny part II of your claim.

3. and 4. We call your attention to Section 120-1.3 of the standard specifications wherein it states "the equipment shall be used only at such times and places as the engineer may

direct". Section 120-3.2 also clearly makes the timing and sequence of operations subject to the direction of the engineer. The shovel, rear dump trucks and grader were actually employed through the life of the contract for substantially more hours than the contract quantity. We must respectfully deny these claims.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
A. F. Parson

JAB:bjm srb

FORM E-30 30M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1966

SUBJECT: Contractor's Claims
N. Unit, Diamond Jct.-Frenchglen Section
Contract No. 6520
(Assignment: FBK-481)

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

Contractor F. H. McEwen has presented a formal claim in the total amount of $23,295.35 derived from four separate items which are discussed below. These claims were also discussed with the contractor in our office on February 3 (a February 7 Memo to the Files reports on this).

1. $14,404.22 -- Modification of Typical Section, Station 1270

The contract included a General Excavation bid item with a contract quantity of 60,000 cu. yds. The source of all this material was one cut from Stations 1266+50 to 1273+60 with a haul bracket quantity of 55,000 cu. yds., all shown as excess. This area was also set up as a prospective source for aggregate materials. The plans included a separate typical section through this cut which included fallout areas making a total bottom width of 60 feet (print attached). When actual staking of this cut was started it was found that this section would require some 80,000+ yards of excavation so the cut was narrowed 14 feet uniformly, making a new bottom width of 46 feet and 59,261 yards of material was actually removed, making a 1.2% overrun of the contract item. The rest of the grading work on this project was done under equipment rental basis.

It developed that only the upper 30 feet or so of the cut was suitable for aggregate and the contractor subsequently removed 15,162 cu. yds. from quarry sources outside the roadbed cut and for which no General Excavation pay was made. The crusher was not moved as this additional rock was secured from an existing quarry adjacent to the old highway in the immediate vicinity. The issue here is, therefore, quite clearly drawn. We contend that the General Excavation bid item specifications were complied with (and the contractor does not dispute this) and that our specifications also make no guarantees on the quantity or quality on material from prospective sources. A further comparison shows that the yardage deleted by narrowing

the section in the upper 30 feet amounts to 9,290 cubic yards, so it appears that there would have been a 5,872 cu. yds. deficiency of good rock anyway, because 15,162 cu. yds. was secured elsewhere. The contractor is claiming General Excavation bid price of $.95 per cu. yd. for this entire quantity.

We recommend against payment for any portion of this claim. ✓

2. $1,714.20 -- Anti-stripping Additive Cost

On the basis of three lab. tests for the oiling aggregate, all showing 95- for asphalt stripping quality, the contractor was instructed to use 1/2% anti-stripping additive. We have so far declined payment in accordance with Section 310-2.1(c). As you know, this specification has since been changed whereby separate payment can be made for additive needed on aggregate coming from a State-controlled source. We have had two other claims the past season arising from this same specification:

> Contract No. 6611, Lakeview-Crane Creek Road. Aggregate from contractor's source. Claim denied on original contract section, paid on project extension segment.
>
> Contract No. 6589, Biggs Jct.-Moro Undercrossing. Aggregate from contractor's source. Claim pending. Laboratory results disputed.

Under present specifications, in other words, neither of the above claims could be paid, but the one under discussion here would be, since the rock came from a prospective source. We believe the above specification is poorly worded and does leave the matter of payment a little vague. We also find that the three lab. tests which were made used an asphalt furnished in the laboratory, which was not necessarily the same asphalt the contractor used. It is known that the anti-stripping test for oiling aggregate is very sensitive and subject to variation with different brands of asphalt. We are, therefore, sympathetic to this claim and recommend that it be paid. (We have not cleared this with the B.P.R., but assume their approval is not essential on a secondary project).

3. $5,845.66 -- Idle Time for Shovel (136 hours) and Trucks (416 hours)

The contractor seeks reimbursement for idle time from March 11 through April 6, 19 days, because the shovel grading work was interrupted. It is true that the grading on the southerly 0.7 of a mile on this project was delayed pending assurance that funds would be available within the project authorization. Eventually

this grading was done in 17 days, between September 15 and October 7. The days cited by the contractor are correct and the equipment was idled for this period awaiting completion of drilling and shooting in the materials source cut. The rental rates used by the contractor are reasonable and, in fact, slightly below the rates derived by our Cost Analyst. The question here, therefore, is whether the circumstances are valid for a claim at all. Our rental basis contracts make no representation as to the sequence of the hourly work and, in fact, Section 120-1.3 includes the statement "the equipment shall be used only at such times and places as the Engineer may direct". The contractor's presentation of this claim dwells on the fact that the State "directs" the operation and he then finds fault with the direction that was given in this case. We contend that it is inherent in rental work that a concise plan is not available and should not be expected. This is probably one reason that the rental basis is chosen to do some of our work.

Our position here is probably weakened by the fact that the contract time was extended one month (from October 1, 1965 specified to October 31, 1965) primarily because of the interruption we imposed on the grading work. The actual project completion date was November 1, 1965. Offsetting this is the fact that the contract quantities on most of the major equipment items, including the shovel and large trucks on which this claim is based, overran substantially.

	Contract Hrs.	Actual Hrs.	% Change
Power Shovel	110	187	70% Over
Rear Dump Trucks	220	377.5	71.6% Over
Scraper	1,580	1,646.5	4.2% Over
Tractor (185 HP) dozer	450	876.5	94.8% Over
Blade Grader	630	733	16.3% Over
Tractor (235 HP) dozer-ripper	725	511.75	29.4% Under

So far as we can determine, the contractor raised no objection at the time the shovel grading work was interrupted in March. In retrospect, perhaps we should have documented the matter.

It is recommended that the claim be denied.

4. $1,331.27 -- Idle Blade or Scraper Time

The contractor's argument here is that during certain finishing work a scraper and blade were used alternately employing one operator. This claim is, therefore, related to Claim No. 3 and we believe the same reasoning applies. It was

believed more efficient to keep the one operator steadily employed, particularly in this rather remote area, rather than to have intermittent layoffs of two operators. We do not believe that it is within the intent of the specifications covering rental work for the contractor to have the choice in directing the operations that he apparently seeks here.

It is recommended this claim be denied.

A rough draft reply to Mr. McEwen incorporating the above recommendations is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

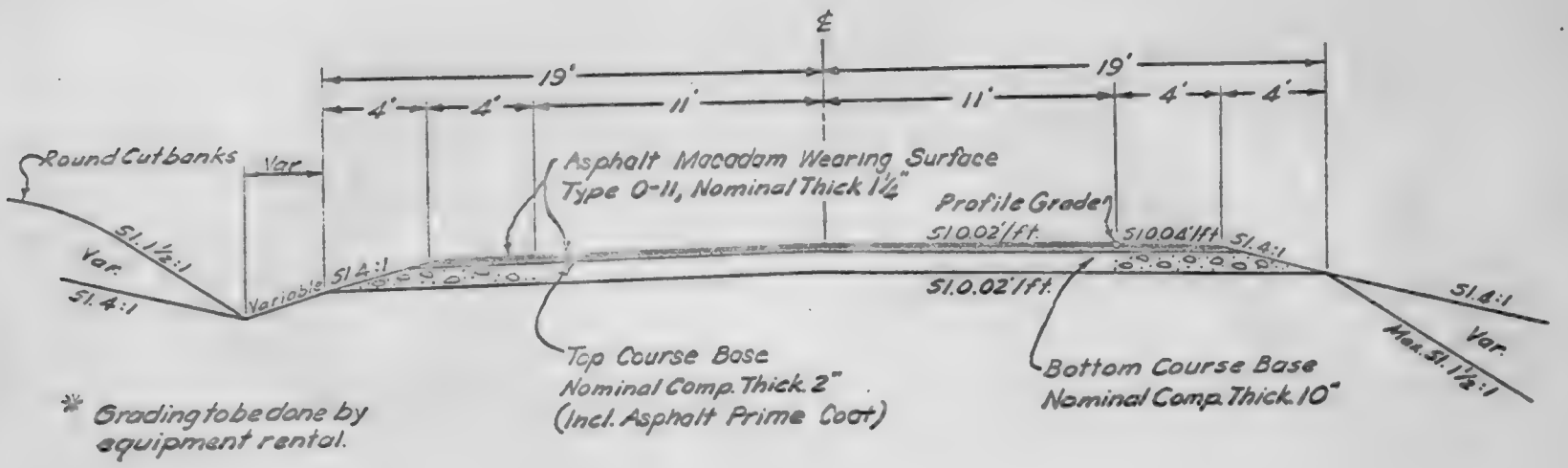
JAB:bjm
Attachments

RECEIVED
MAR 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

8V-156

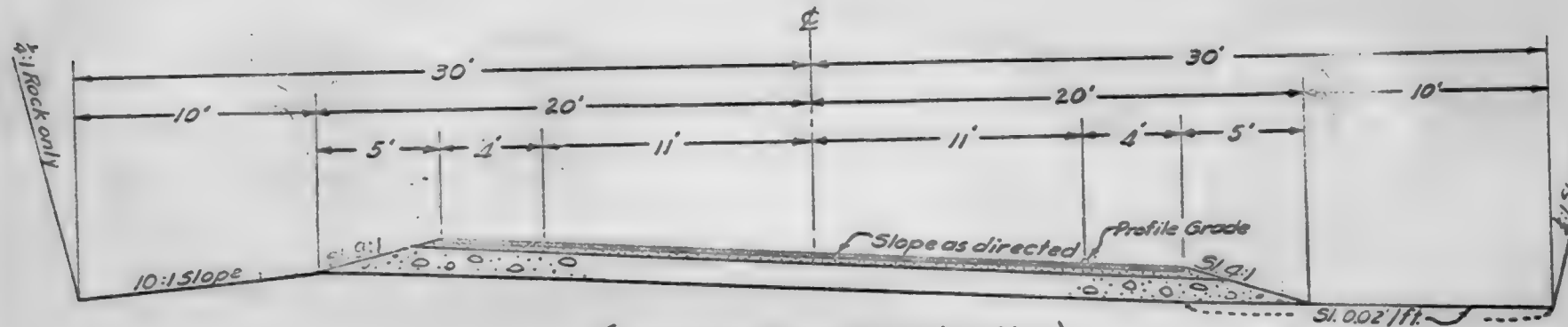
N.J.UNIT, DIAMOND JCT.–FRENCHGLEN SECT. FRENCHGLEN HIGHWAY HARNEY COUNTY				SHEET No. 2
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-262(8)		See Index

TYPICAL SECTIONS



* Grading to be done by equipment rental.

STA. *1024+00 to STA 1266+00
*1274+00 to 1343+00



(For Surfacing Details See Section Above)

STA. 1266+00 to STA. 1274+00

8V-156

N. UNIT. DIAMOND JCT.–FRENCHGLEN SECT. FRENCHGLEN HIGHWAY HARNEY COUNTY				SHEET No. 11
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS See Index
8	OREGON	S-262(8)		

Conc. Headgate

18" C.M. Pipe - 28'

Existing Quarry

1270

1265

1265+53.47 P.S.C.

9° C.R.
T.S. 144.15'
T.S. 222.99
L.C. 100.278

Inst. 18" Culv. Pipe - 52'
Tr. Exc. 5 C.Y.

1275

1275+56.25 P.C.C.

Const. Type 1-5W Fence

EQUATION

1278+56.25 P.T. Bk. =
1281+87.26 P.O.T. Ah.

Const. Type 1-5W Fence

68.99

EQUATION

4160
4150
4140

4148.0

13¾"

Finish Grade

Subgrade

-0.179

414.700

414.700

Sta 1274+00 to Sta 1386+00
Equipment Rental

Exc. 55,000 (Excess)

1278+56.25 Bk. =
1281+87.26 Ah.

1270
1275
1283

FORM E-30 50M 10-65 SP°23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 3, 1966

SUBJECT: Assignment: 481-FBK

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

To properly analyze and reply on these claims requires some additional data that must be prepared in the field. The Resident Engineer is now very busy on an Interstate project, so we need a little more time to complete your assignment. We expect to submit it by March 18.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:bjm

B/up 3/18
3/23

RECEIVED
MAR 4 1966
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-183X 8M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 17, 1966

Mr. F. H. McEwen
General Contractor
220 East 17th Avenue
Eugene, Oregon 97401

Re: Contract No. 6520, N. Unit, Diamond Junction-Frenchglen Section

Dear Mr. McEwen:

This will acknowledge receipt of your claim in the total amount of $23,295.35 on this project. We will consider it and advise you in the near future.

Very truly yours,

Forrest Cooper
State Highway Engineer

By [illegible]
F. B. Klaboe

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan (Encls.)
L. H. Young
C. H. Maison
G. E. Rohde

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Poass
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
FEB 17 1966
CONSTRUCTION
DIVISION

ROCK CRUSHING
ROAD BUILDING

TELEPHONES
OFFICE 343-3997
HOME 344-7523

F. H. McEWEN
GENERAL CONTRACTOR
220 EAST 17TH AVENUE
EUGENE, OREGON
97401

February 10, 1966

State of Oregon
State Highway Dept
Salem, Oregon 97401

Re: N. Unit, Diamond Jct - Frenchglen
Section, State Contract No. 6520

Attention: Forrest Cooper, State Highway Engineer

Gentlemen:

On February 3, 1966, we had a meeting with F. D. Morgan, Construction Engineer O.S.H.D. and others of your staff relative to claim for extra compensation on the above contract to reimburse the contractor for his additional costs in performing certain work in the contract

Enclosed is our prepared claim. We would appreciation your just consideration.

Yours truly,

F H McEwen

F H. McEwen
Owner

ROCK CRUSHING
ROAD BUILDING

TELEPHONES
OFFICE 343-3997
HOME 344-7523

F. H. McEWEN
GENERAL CONTRACTOR
220 EAST 17TH AVENUE
EUGENE, OREGON
97401

CLAIM
State of Oregon
Contract 6520

T. H. McEwen
220 East 17th Ave
Eugene, Oregon
February 10, 1966

State of Oregon
State Highway Dept.
Salem, Oregon 97401

Claim for Reimbursement for additional costs on N. Unit, Diamond Junction - Frenchglen Section, State Contract 6520.

I. Reimbursement for additional costs due to modification of the typical section at Station 1270.
15,162.34 cu yd exc. @ 96¢ $14,404.22

II. Reimbursement for additional costs of anti-stripping additive in 120-150 asphalt.
342.84 Tons @ $5.00 $1714.20

III. Reimbursement for additional costs caused by your directive dated March 10, 1965, terminating the remaining drilling, blasting, and shovel work between station 1313 and 1325. $5846.66

IV Reimbursement for additional costs caused by the State of Oregon directive to maintain 2 pieces of equipment on the grading rental contract with only one operator thus utilizing the equipment provided by the contractor at an average of 50% efficiency. $1881.27

Total Amount of Claim $23,295.35

F. H. McEwan
Contract 6520

Part I - Claim for reimbursement for additional costs due to modification of the typical section at Station 1270.

The State of Oregon asked for proposals to be received on December 8, 1964 for grading and oiling the N. Unit, Diamond Jct. - Frenchglen Section. On page 2 of the "Special Provisions" of this proposal, Article 6-2 paragraph 1) states, "State-controlled source of excess materials obtainable from within the neat road bed cross section between Stations 1266 and 1274." The last paragraph under 6-2, "Special Provisions" states, "Section 102 - Road bed Earthwork' will be limited to the neat lines of the original road bed cross section . . . . . " The plans furnished with this proposal on sheet No 2. show a typical cross-section 1266+00 to Station 1274+00 with a bottom width of 60 ft and a 1/4:1 slope rock only. On page 11 of the same plans a cut of approximately 45 ft depth is shown.

What is the State of Oregon saying to prospective bidders on this contract? It is saying, "Look, fellows, here is a prospective source of materials for crushing in the neat lines of excavation from Station 1266+00 to Station 1274+00. The source will be 60 ft wide on the bottom and a 1/4:1 slope will be maintained to the top of the cut. We will not guarantee the quality or quantity of acceptable crushing materials, but it is all yours, and whatever you bid on Item No1. of the proposal, you will be paid for at the unit bid price." The State of Oregon also feels quite certain that because there is a good source of materials in the excavation cut, it will receive a more favorable bid on this project.

The contractor who investigates this proposal interprets this part of the work as stated in the previous paragraph. He personally looks at the proposed source and decides that there most likely is enough acceptable material at this source. He knows that in order to be a successful bidder, he will have to figure this job differently than all other jobs because he will have to deduct the cost of drilling, shooting, loading, and hauling the crushing materials to his crusher because he will be paid for this under Item 1 of this proposal. He bids the job on this basis.

On December 8, 1964, the proposals were read and F. H. McEwen was the apparent low bidder. On December 15, 1964 the Contract No. 6520 was awarded to F. H. McEwen.

On February 16, 1966, we wrote a letter to E. S. Thompson, Resident Engineer on this project. On page 2 of this letter we quote this paragraph, "Our superintendent, Norman McEwen has notified us that the cut at station 1266 to 1274 has been changed from the typical cross section as shown on the original plans. We would like a letter as required under Section 4-2, Standard Specifications, on the change you contemplate in this area." We never did receive the letter requested. The reason for this request was that we felt from the interpretations of the Standard Specifications a written order was required, and that we also would be able to enter our objections to this written order — if we would have received it - in writing and thus be on record.

Instead of excavating the prospective source at 60 ft. on the bottom of the cut, the cut was narrowed to 46 ft. We can not find anything under Article 6-2, Standard Specifications, Where the State of Oregon is given the right to narrow

a "prospective source". Our feeling is that the State of Oregon asked us to gamble on the quantity and quality of acceptable crushing materials in an area from Station 1276+00 to 1274+00 and confined to a width of 60 ft on the bottom of the cut in this area. After the contract was signed the prospective source of materials was narrowed for which the Contractor would receive compensation under Item 1 of the contract. The State of Oregon after the Contract was signed forced the contractor to accept a much larger risk than he assumed in the original proposal.

The contractor did not obtain enough acceptable crushing materials from this source, and moved into the old quarry with the permission of the Resident Engineer. He drilled and shot 17,000 cu yd of material at this source, and loaded and hauled 15,162.34 cu yd of material for which he is asking $0.96 (ninety-five cents) per cu yd or a total amount of $14,404.22 for the reasons stated above. You have copies of previous letters of July 8, 14, and 15, 1965, and also a copy of Mr. Thompson's letter of July 13, 1965.

F. H. McEwen

by F H McEwen
Owner

Part II Claim for reimbursement for additional costs of anti-stripping additive in 120-150 asphalt.

The Standard Specifications Section 310 on page 174(c) refer to the contractor providing anti-stripping additive. It does not state whether the State of Oregon will compensate the contractor for the additional cost or whether the contractor will furnish this as a subsidiary obligation of the contract and the State of Oregon will consider that the cost of this has been figured or included in another item of the contract.

As we understand it, the test on this was marginal. We also understand that the brand of asphalt can make a difference on the results of the test. The State of Oregon as of January 1, 1965, has reimbursed contractors for supplying this additive if required, and as this contract was let December 8, 1964 only 23 days before the above date, we are requesting reimbursement for the additive added to the 120-150 asphalt, 342.84 Tons @ 5.00 per ton $1714.20.

F. H. McEwen

by F. H. McEwen

F. H. McEwen, Owner

III. Claim for reimbursement for additional costs caused by your directive of March 10, 1965, terminating the remaining drilling, blasting, and shovel work between Station 1313 and 1325.

The State of Oregon in a rental contract of this type according to Article 120-1.7, page 144, Standard Specifications for Highway Construction 1964 states "Unless otherwise set forth in the provisions, the State will not furnish, provide, or make available for the work anything other than right of way, engineering, direction, and inspection." There is nothing in the Special Provisions of this contract that changes this specification. It not only states what the State of Oregon will not do, but also state what it must do. The State of Oregon will furnish "direction". The specifications implies that this "direction" will be competent, responsible, well planned and organized, and not haphazard; and that the State of Oregon Highway Dept. will at all times consider the proper manner to perform the work at the least cost to the public and the contractor to obtain the desired end result.

The termination of this work caused our equipment to be idle for some time. Our plan of operation was to be able to move right into the crushing operation after the above rental work was completed. If we would have received adequate prior notice, we could have had our drilling contractor and crusher on the site sooner. The abrupt termination of this work at this time certainly was not the type of "direction" implied under the Standard Specifications, Article 120-1.7, and was not "responsible" as after the crushing was performed, the work terminated by your directive was performed as originally proposed. Enclosed is our Schedule III showing the calculation of the additional cost to our firm caused by this

directive in substantiation of our claim in the amount of $5845.66.

F. H. McEwen

by F. H. McEwen

F. H. McEwen, Owner

H. McEwan
220 East 17th Ave
Eugene, Oregon

III Schedule for additional costs caused by State of Oregon directive dated March 10, 1965

	Floyd Shaw Idle	McEwan Tractor Idle	Penrod Backhoe Idle
Mar 11 Thursday	8 hr	16 hr	8 hr
Mar 12 Friday	8	16	8
15 Monday	8	16	8
16 Tuesday	8	16	8
17 Wednesday	8	16	8
18 Thursday	8	16	8
19 Friday	8	16	8
22 Monday	8	16	8
23 Tuesday	8	16	8
24 Wednesday	8	16	8
25 Thursday	8	16	8
26 Friday	8	16	8
29 Monday	8	16	8
30 Tuesday	8	16	8
31 Wednesday	8	16	8
April 1 Thursday	8	16	8
2 Friday	8	16	8
5 Monday	8	16	8
6 Began working with above equipment			
Total Stand by time	136 hr	272 hr	144 hr

	Shovel	Tourneaudiers
136 hr Shovel Rent @ $35.00	$4760.00	
416 hr Dump Truck Rental @ $18.50		$7696.00
Less Oil, Diesel, & Maintenance:		
136 hr Shovel @ $5.00	(680.00)	
416 hr Dump Trucks @ 5.00		(2080.00)
Less Labor:		
* 136 hr @ 12.436 (Shovel)	(1691.29)	
** 416 hr @ 5.19 (Dump Truck		(2159.04)
	$2388.29	$3456.96
		2388.29
Total Cost of Equip Stand by		$5845.65

*Operator Scale $4.78 **Operator $4.15

Schedule for additional costs [illegible]
State of Oregon directive dated March 10, 1945

		Lloyd Shovel	McEwan Transmission Tractor	Powell Tractor
			Idle.	Idle
Mar 11	Thursday			8
Mar 12	Friday	8 hr	16 hr	8 hr
	15 Monday	8	16	8
	16 Tuesday	8	16	8
	17 Wednesday	8	16	8
	18 Thursday	8	16	8
	19 Friday	8	16	8
	22 Monday	8	16	8
	23 Tuesday	8	16	8
	24 Wednesday	8	16	8
	25 Thursday	8	16	8
	26 Friday	8	16	8
	29 Monday	8	16	8
	30 Tuesday	8	16	8
	31 Wednesday	8	16	8
April	1 Thursday	8	16	8
	2 Friday	8	16	8
	5 Monday	8	16	8
	6 Began working with above equipment			
	Total Stand by time	136 hr	272 hr	144 hr

	Shovel	Tractor	Tractor
136 hr Shovel Rent @ $35.00	$4760.00		
416 hr Dump Truck Rental @ $18.53		$7696.48	
Less Oil, Diesel, & Maintenance:			
136 hr Shovel @ 5.00	(680.00)		
416 hr Dump Trucks @ 5.00		(2080.00)	
Less Labor:			
* 136 hr @ 12.486 (Shovel)	(1691.80)		
** 416 hr @ 5.19 (Dump Truck		(2159.04)	
	$2388.20	$3456.84	
		2388.20	
Total Cost of Equip Stand by		$5845.04	

*Operator Scale	$1.478	**Operator	$4.15
Oiler Scale	4.02	Payroll Tax	
	$8.80	Insurance 5%	.77
Payroll Taxes 12.005%	1.496	Workmen's Comp	.38
Workmen's Comp	.640	Rate per hr	$5.19
Travel Pay	1.500		
Rate per hr.	$12.486		

Payroll Tax Rate:	
SIAC $4.20 - 10%	10.020%
FICA	3.425
SUCC	2.700
FUCC	.860
Total	17.005%

IV Claim for reimbursement for additional costs caused by the State of Oregon directive to maintain 2 pieces of equipment on the grading rental contract thus utilizing the equipment provided by the contractor at an average of 50% efficiency.

We had offered to bring to the job an additional blade to finish the grading. As this was on the rental part of the contract we needed this permission. We were refused twice. Instead the grading under the "direction" of the State of Oregon was finished by using a scraper (DW21) and blade with one operator. We don't feel that this was very competent "direction", and have attached our Schedule IV showing the computation of our claim for this additional cost in the amount of $1331.27.

F. H. McEWEN

by F. H. McEwen
F. H. McEWEN, OWNER

F. H. McEwen
220 East 17th Ave
Eugene, Oregon

IV Schedule for additional costs maintaining 2 pieces of equipment on the grading rental contract with only one operator.

		Hrs Blade Operated	Hrs Scraper Operated	Hrs Total Blade and Scraper
1965				
May	13	7 1/2 hr	1 hr	8 hr
	17	7 3/4	1/4	8
	18	7 3/4	1/4	8
	19	4 1/2	3 1/2	8
	20	5 3/4	2 1/4	8
	21	4	0	4
	24	8	0	8
	25	6	2	8
	28	8	0	8
June	1	2 1/2	5 1/2	8
	2	5 3/4	2 1/4	8
	3	4 1/4	3 3/4	8
	4	2 3/4	5 1/4	8
	7	8	0	8
	8	6 1/4	1 3/4	8
	9	7 1/2	1/2	8
	10	7	1/2	7 1/2
	11	5 1/2	2 1/2	8
Totals		110 1/4 hr	29 1/4 hr	139 3/4 hr

Blade Not Utilized 29 1/4 hr
Scraper Not Utilized 110 1/4 hr
Total Non-Utilization of Equip 139 1/2 hr

Cost per hr of non-utilized equipment:

Scraper Rental - fully operated $22.50 per hr
Less Fuel + Maintenance $5.00 hr
Less operators wages $6.594 $11.594
Rate per hr non-operated $10.906 per hr

Blade Rental - fully operated $16.00 per hr
Less Fuel + Maintenance $6.00 hr
Less Wages $5.544 $11.544
Rate per hr non-operated $4.456 per hr

Percentage rate .4950 Cost of Non-Utilization:

IV Schedule for additional costs incurred on

2 pieces of equipment on the grading rental
Contract with only one operator.

1965		Hrs Blade Operated	Hrs Scraper Operated	Hrs. Total Blade and Scraper
May 13		7 hr	1 hr	8 hr
17		7 3/4	1/4	8
18		7 3/4	1/4	8
19		4 1/2	3 1/2	8
20		5 3/4	2 1/4	8
21		4	0	4
24		8	0	8
25		6	2	8
28		8	0	8
June 1		2 1/2	5 1/2	8
2		5 3/4	2 1/4	8
3		4 1/4	3 3/4	8
4		2 3/4	5 1/4	8
7		8	0	8
8		6 1/4	1 3/4	8
9		7 1/2	1/2	8
10		7	1/2	7 1/2
11		5 1/2	2 1/2	8
	Totals	110 1/4 hr	29 1/4 hr	139 1/2 hr

Blade Not Utilized 29 1/4 hr
Scraper Not Utilized 110 1/4 hr
Total Non-Utilization of Equip 139 1/2 hr

Cost per hr of non-utilized equipment:

Scraper Rental - fully operated $22.59 per hr
Less Fuel + Maintenance $5.08 hr
Less operators wages 11.594
Rate per hr non-operated $10.996 per hr

Blade Rental - fully operated $16.00 per hr.
Less Fuel + Maintenance $6.00 hr
Less Wages 11.594
Rate per hr non-operated $4.406 per hr.

Operators rate $4.960
Payroll Taxes 11.65% .574
W + W & Pension .820
Travel Pay .750
$6.594 per hr

Cost of Non-Utilization:
29 1/4 hr Blade @ $4.406 $128.95
110 1/4 hr Scraper @ $10.996 1212.27
Total $1341.22

RECEIVED
FEB 8 1966

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1966

To: MEMO TO THE FILES

SUBJECT: N. Unit, Diamond Jct.-Frenchglen Section
Contract No. 6520

A meeting was held in the Construction Engineer's office on February 3 with the following people present:

Jack L. Sollis	Attorney, Oregon State Highway Department
Paul Bosnyk	Office Manager, F. H. McEwen
F. H. McEwen	
John C. Compton	J. C. Compton Company
F. D. Morgan	Construction Engineer, O.S.H.D.
J. A. Bond	Staff Assistant, O.S.H.D.
E. S. Thompson	Resident Engineer, O.S.H.D.
H. S. Coulter	Assistant Division Engineer, O.S.H.D.
J. H. Walker	Assistant Construction Engineer, O.S.H.D.

Purpose of this meeting was for informal discussion of claims for additional compensation which the contractor was seeking for following items:

1. Change from plan typical section at Station 1270 cut which allegedly deprived contractor of general excavation pay for some 17,000 C.Y. of rock that he had planned to use for crushing, and, therefore, had to drill and shoot to secure it elsewhere. (The typical section was narrowed down from 60' to 46' by eliminating fall-out area but the plan and bid quantity was removed. The plan shows 55,000 C.Y. from this cut -- all designated excess. This area was also listed as a prospective source for rock. Sec. 4-2 and 9-5)no extra payment unless character of work is changed(were pointed out to the contractor, along with Sec. 6-2(b)1.)no representation of quantity or quality of prospective sources.(Another point here is that the entire 17,000 C.Y. reduction from typical section was not suitable for crushing anyway).

2. Reimbursement for anti-stripping additive cost, 342.84 tons @$5.00.

(Sec. 310-2.1(c) was cited to the contractor). We are to secure more details as to the number of tests made and their results.

3. Additional costs caused by ordered "stop work" on grading -- Stations 1313 to 1325. No amount stated. This was our first notice of this item and is assumed to cover idle shovel time. (I note that the actual shovel time over-ran the bid quantity 70%).

4. Additional cost for allegedly using 2 pieces of equipment intermittently with only 1 operator. No amount stated. More details as to the basis of this claim are needed. It was mentioned that a grader was involved. (I note that final grader hours also over-ran 16.3%).

Mr. McEwen indicated a more formal claim will be forthcoming. I suggested he relate it to the applicable specifications.

John A. Bond
Staff Assistant

JAB:bjm

cc: F. B. Klaboe

RECEIVED
FEB
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 14 1966
FOR FILING

S-262(8)
6521

Oregon State Highway Department

January 12, 1966

Accounting Division	( )	Traffic Division	( )
Bridge Division	( )	Division Engineer (No.)	( )
Construction Division	( )	Maintenance Division (Seeding & Mulching Sec.	( )

Project No. S-262(8), N. Unit, Diamond Junction-Frenchglen Section, Contract No. 6520, Prefix 113-1047, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by January 31, 1966 so that the project can be finaled and the prefix cancelled.

Your prompt reply is requested.

Note: The Division Office will be responsible for contacting the resident engineer currently in charge of the project area.

L. H. Young
Office Engineer

PH:mb

RECEIVED
JAN 11 1966
FOR FILING

S-262 (F)

6520

January 11, 1966

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6520 awarded to F. H. McEwen for grading and oiling on the North Unit, Diamond Junction-Frenchglen Section of the Frenchglen Highway in Harney County was completed on November 1, 1965, and accepted by the Highway Commission on January 10, 1966.

Final payment in the amount of $20,660.08 will be released to the contractor after January 18, 1966. The total contract amount is $411,773.90 including $256.28 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ftm

cc F. H. McEwen
220 East 17th Street
Eugene, Oregon 97401

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
JAN 11 1966
FOR FILING

S-262(8)
6520

January 10, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed November 1, 1965, on Contract No. 6520. The contract was with F. H. Neiburn and was for grading and oiling on the North Unit, Diamond Junction-Frenchglen Section of the Frenchglen Highway in Harney County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 10, 1966, and that you concur in this procedure at the Commission meeting on January 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

bg

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: N. Unit, Diamond Jct. - Frenchglen		WEEK ENDING: Dec. 3, 1965
		SECTION PREFIX: 113-1047
HIGHWAY: Frenchglen		COUNTY: Hatney
NAME OF JOB: N. Unit, Diamond Jct. - Frenchglen	KIND OF WORK: Grading and Oiling	
CONTRACTOR: F. H. McEwen	CONTRACT NUMBER: 6520	FEDERAL AID PROJECT NUMBER: S-262(8)
DATE OF CONTRACT: December 15, 1964	DATE WORK STARTED: January 25, 1965	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK — MEN: SUPERVISION:	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
PROJECT AUTHORIZATION: $ 479,556.00	SPECIFIED COMPLETION DATE: October 31, 1965	PERCENT OF TIME ELAPSED
EXCLUSIVE OF ENGINEERING: $ 445,454.24	ENGINEERING AUTHORIZATION $ 34,101.76	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 428,838.	ENGINEERING COST TO DATE $ 47,267.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION
ESTIMATED PERCENT UNDERRUN 0.56 %	PERCENT OF AUTHORIZATION 138.6%	DATE PROJECT WAS COMPLETED: Nov. 1, 1965

Field Jobbed

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
—	100	100	99	87 3/4"-0	100 Stone Base		
			GRADING	SURFACING	MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT			5.97	5.97	5.97	5.97	
MILES PARTIALLY COMPLETED			5.97	5.97	5.97	5.25	
MILES COMPLETED			5.97	5.25	5.97	5.25	
TOTAL ESTIMATED QUANTITIES (CONTRACT)			4,475 hr.	13,300 ton	70,850 ton	640 ton	
TOTAL QUANTITIES CORRECTED TO DATE			4,657 hr.	11,075 ton	66,376 ton	627 ton	
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			4,657 hr.	10,850 ton	66,376 ton	550 ton	
AVERAGE DAILY QUANTITIES							
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME							
NUMBER OF SHIFTS PER DAY							
HOURS PER SHIFT							

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				Routing
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

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DEC 0 1965
CONSTRUCTION
DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Office Crew working on semi-final through the week and it is anticipated that it will be completed early next week.

SIGNED E. S. Thompson LOCATION Ontario

E. S. Thompson, Res. Engr.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
JAN 17 1966
FOR FILING

FORM E-30X—30M—1-65 SP*18102-734

S-1(2)(8)

6520

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 24, 1965

To: MEMO TO THE FILES

SUBJECT: N. Unit, Diamond Jct.-Frenchglen Section
Frenchglen Highway
Contract No. 6520
Status of Project

The status of this project at this time is as follows:

The contract work is being closed out as completed, although there remains approximately 35 stations at the Frenchglen end where the oil mat is not in place. Aggregates for this oiling have been crushed and are being purchased by Price Agreement. A work order has been submitted to complete the oiling with State forces, the work to be done next spring when weather permits. The Bureau of Public Roads will not make a final on this project until the remaining oiling is completed next year. The Bureau will participate in cost of this oiling to the extent of payment for the amount of rock used and also the amount of asphalt used in the oiling. The cost of placement will be at State expense.

The above has been confirmed by telephone call to A. F. Parson, Division Engineer, and also telephone conversation with Dick Nichols, Assistant Area Engineer for the Bureau of Public Roads, as of this date.

John H. Walker
Assistant Construction Engineer

JHW:bjm

cc: L. H. Young

RECEIVED
DEC 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

RECEIVED
FEB 4 - 1966

STATE COPY

APPROVED
Contingent upon [illegible] of project [illegible] of final funds and
NOV 24 1965
[signature]
[illegible] Engineer
U.S. Bureau of Public Roads

For FOR FILING

S-262(8)

6520

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 4

Project Name N. Unit, Diamond Jct.-Frenchglen Date November 10, 1965

Highway Frenchglen Contract No. 6520 F. A. Project No. S-262(8)

County Harney Prefix 113-1047 Account No. 249-04

Description of Work To Be Done:

Complete Project Oiling.

We will approve participation in the cost of Asphalt and Aggregate only. We will not participate in equipment rental or labor.

[signature]
G. R. Brooks
District Engineer

Location by Station Numbers:

Station 1306 to 1343.

REFERRED TO
Young
By Asst. State Hwy. Engr.
2-4-66

Estimate of Quantities and Costs:

#1. Asphalt and Materials - - - 77 ton at $40.00 /ton	$ 3,080
#2. Equipment Rental -	900
#3. Labor -	2,000
Total Estimated Cost	$ 5,980

Note: Aggregates Purchased by Price Agreement.

Explanation:

Contract work in this area was delayed by the State, resulting in weather too cold to complete oiling.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 479,556.00
Present estimate of project cost, including $ 5,980.00 for work under this order	$ 477,364.39
Expected under-run ~~over-run~~ (amount)	$ 2,191.61
Expected under-run ~~over-run~~ (per cent)	0.457

Space to right of this line is for use of Salem Office

Submitted by: /s/ E. S. Thompson
E. S. Thompson Resident Engineer

Approval Recommended: /s/ John A. Bond
For Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ A. F. Parson
Division Engineer

Approved: /s/ L. H. Young
Deputy State Highway Engineer, ~~Assistant State Highway Engineer~~ or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
OCT 27 1965
FOR FILING
S-2621(c)
6520

October 27, 1965

Mr. Don Parker, Chief Counsel
Department of Agriculture
158 12th Street N.E.
Salem, Oregon 97310

Dear Mr. Parker:

This is to acknowledge receipt of your letter of October 20, concerning an accident of one of your vehicles on State Highway 205 about fifteen miles North of Frenchglen.

F. H. McEwen has Contract No. 6520 for grading and oiling on the North Unit, Diamond Junction-Frenchglen Section of the Frenchglen Highway in Harney County.

We have examined our Resident Engineer's weekly reports and there was no word mentioned of an accident occurring on August 4, 1965. We do not have the name of Mr. McEwen's liability insurance carrier.

For your information, the United Pacific Insurance Company through Siegenthaler and Stevenson, 16 East Broadway, Eugene, furnished the performance bond on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:gc

STATE OF OREGON
DEPARTMENT OF AGRICULTURE
SALEM 97310

October 20, 1965

#6520

State Highway Commission
Highway Building
Salem, Oregon

Gentlemen:

On August 4, 1965 one of our vehicles was involved in an accident with a road grader owned by F. H. McEwen, 220 E. 17th Street, Eugene, Oregon. The site of the accident was on State Highway 205 about 15 miles North of Frenchglen.

Do your records show that this was related to a State Highway Commission contract? If so, do your records show the name of the insurance company covering the operations of Mr. McEwen? Any other information of value will be appreciated. He refuses to provide any information relating to the above.

Very truly yours,

ROBERT Y. THORNTON
Attorney General

By Don Parker
DON PARKER, Chief Counsel
Assistant Attorney General Assigned
to Department of Agriculture

DP:gh

NOTED
C. W. HEAD

RECEIVED
OCT 21 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 25 1965
FOR FILING

S-262(X)

6:31

September 28, 1965

#8

Mr. F. H. McEwen
220 East 17th Street
Eugene, Oregon 97401

Dear Mr. McEwen:

The State Highway Commission at its meeting today considered your request for an extension of the specified completion date from October 1 to October 31, 1965, to complete Contract No. 6529 for grading and oiling on the North Unit, Diamond Junction-Frenchglen Section of the Frenchglen Highway in Harney County.

After considering the recommendation of the Engineer and other available information, the Commission granted your request, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc A. F. Parsons
E. S. Thompson
F. D. Morgan
L. H. Young
C. H. Maison

FORM E-30 SCM 8-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1965

SUBJECT: Extension of Time
North Unit, Diamond Jct.-
Frenchglen Section
Frenchglen Highway
Contract No. 6520

To: Mr. F. B. Klaboe
Assist. State Highway Engineer
OFFICE

Attached is a request from F. H. McEwen, contractor on the subject contract for an extension of the specified completion date from October 1, 1965 to October 31, 1965 without the assessment of liquidated damages. The contractor's request is based on a delay caused by equipment rental work being temporarily terminated at the direction of the State between Stations 1313 and 1325.

On March 10, 1965, grading work being performed on equipment rental basis between Stations 1308 and 1343 was temporarily terminated at the direction of State pending an assessment of availability of funds.

More recently, it has been decided to proceed with the improvement through this section. The unfinished work represents 3 weeks of grading, plus the base, oiling, and other incidental work. These items justify an extension of 30 calendar days.

The specified completion date for this contract is October 1, 1965. The anticipated completion date is October 15, 1965. Based on the anticipated completion date the project will overrun the specified time by 14 calendar days amounting to $1,400.00 in liquidated damages based on the penalty rate of $100.00 per day.

We recommend that the specified completion date be extended to October 31, 1965. This is a Federal-aid Secondary project and does not require the concurrence of the Bureau of Public Roads.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

DES:jkk
Attach.

cc: L. H. Young
A. F. Parson

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SEP 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 20 1965
FOR FILING

S-262(8)

6520

September 17, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 8
September 27, 1965 meeting

Gentlemen:

P. H. McEwen, contractor on the North Unit, Diamond Junction-Frenchglen Section of the Frenchglen Highway in Harney County, Contract No. 6520, requests an extension of the completion date from October 1 to October 31, 1965.

This contract is what is known as an equipment rental job in that the contractor is paid so much per hour for various pieces of equipment rather than so much by cubic yard for excavation. In order to accurately control the work and prevent undue overruns in contract authorization, the contractor was held up from grading between Stations 1308 and 1343 for several weeks. This, plus base, oiling, and other incidental work would justify an extension of 30 days.

I recommend that the specified completion date be advanced to October 31, which should be ample to complete all work and remove any liquidated damages.

This matter will be on the agenda for your consideration at the September 28 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.
cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson
DES:jkk RLP:ms fn

B—220 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date August 13, 19 65

Gentlemen:

We, the undersigned, respectfully request an increase in time equal to 30 calendar days within which to complete our Contract No. 6520, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

On March 10, 1965, the drilling and blasting, and shovel work was terminated between stations 1713 and 1385 exclusive. The State of Oregon wishes to now resume this operation. The amount of work to be done contingent upon the available funds remaining.

Respectfully submitted,

F. E. McEwen
Contractor

By F. E. McEwen Owner

CONSENT OF SURETY

Date August 13, 19 65

We, the United Pacific Insurance Co.,

as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact

(SEAL)

Resident Agent

SIGGENTUDLER & STEVENSON
116 E. BROADWAY
EUGENE, ORE

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6520 Contractor P. H. Nelson

Highway Frenchglen

Section N. Unit, Diamond Jct. - Frenchglen

Kind of Work Grading & Oiling

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED.** The reasons for such recommendation are as follows:

Recommend that it be granted. Work was terminated by the State on a portion of the grading. Estimate the termination was for three weeks and in addition, contractor will need approximately one week to do incidental work.

Recommended for Approval:

C. J. Parsons
Division Engineer

Walter A. Bond
for Construction Engineer or Bridge Engineer

M. B. Klaboe
asst State Highway Engineer

Contract No.	6520
Project designation	S-262(8) State-Federal
Date awarded	December 15, 1964
Work started	January 25, 1965
Per cent completed 74 ?	August 20, 1965 Date
Completion Date ~~Working Days~~ Allowed	October 1, 1965
Percent of Time ~~Working Days~~ Used	87.5 Aug. 20, 1965
No. of Added Workdays Requested	30 Calendar Days

State Printing 27939

RECEIVED
MAY 4 1965

FOR FILING

6520

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 26, 1965

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

SUBJECT: N. Unit, Diamond Jct.-Frenchglen
Frenchglen Highway
Contract No. 6520

Attached hereto are copies of correspondence from the field regarding efforts to reduce engineering costs on subject project.

I believe that steps have been and will be taken to keep these costs to a minimum.

F. D. Morgan
Construction Engineer

FDM:fp
Attach.
cc A. F. Parson

RECEIVED
APR 27 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-30 BDH 12-62 84676

Noted | DE | ADE | DOE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

APR 22 1965

Burns, Oregon
April 21, 1965

REC'D DIV. OFFICE
LA GRANDE

SUBJECT: Engineering Costs
N. Unit, Diamond Jct.-Frenchglen Sec.
Frenchglen Highway
Contract No. 6520

To:
Mr. A. F. Parson
Division Engineer
La Grande

Attention: Mr. H. S. Coulter

Regarding Mr. F. D. Morgan's request as to what we are doing to hold engineering costs down on this project, I report as follows.

Since Mr. Morgan's trip to this area in March, enineering costs have been reduced an average of more than $250 per week. Prior to the middle of March our average weekly engineering cost was $1,082. For the past month they have averaged $825 per week.

825
4
3300
800
2500

The field work, except for an occasional day or so when a survey crew is required, is being performed by our grading superintendent and two $380 per mo. Engineering Aids. All other men on this crew except myself are on exchange time or loaned out to other projects. Approximately one day a week a C.E. I is called from exchange time to help with the office work.

We have held our engineering forces on this project to a minimum from the begining and intend to continue to do so. However, as the crushing and base construction begins, the engineering costs will rise but, so will the weekly percent of contract complete.

It is estimated that in spite of our frugal efforts, that engineering costs for this project will overrun about $5,900 or 17.3%.

E. S. Thompson

E. S. Thompson

Resident Engineer

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APR 19 1965
FOR FILING

FORM B-BOX—60M—1-65 SP 6416-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 16, 1965

SUBJECT: N. Unit, Diamond Jct.-Frenchglen Section
Contract No. 6520

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

Attached hereto is a copy of a letter received from Mr. F. B. Klaboe, Assistant State Highway Engineer, regarding engineering costs on subject project.

I recall that this matter was discussed with you on my recent (March 9, 1965) trip to this area. At that time you were proposing transfer of one or two crew members out of the Burns area. Will you please report the steps taken to hold engineering costs down. Also report on the overall standing of engineering cost for the remainder of time necessary to complete this project.

F. D. Morgan
Construction Engineer

FDM:fp
Attach.
cc F. B. Klaboe

NOTED
F. B. KLABOE

RECEIVED
APR 19 1965
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 2, 1965

SUBJECT: N. Unit, Diamond Jct.-Frenchglen
Frenchglen Highway
Contract 6520

To:

F. D. Morgan
Construction Engineer
Salem

Herewith copy of a letter from Resident Engineer Thompson concerning the anticipated savings by reducing the length of the subject project. By copy of this letter, I am asking Mr. Thompson to keep us posted as the job goes along in the event the picture changes.

A. F. Parson
Division Engineer

AFP:if

Attachment

cc: E. S. Thompson

REFERRED TO
Morgan
Date: 4/2/65 By: FBK
For: Please discuss with me
Due Date:

NOTED
F. B. KLABOE

NOTED
F. B. KLABOE

Copy to Klaboe

RECEIVED
APR 6 1965

CONSTRUCTION DIVISION
RECEIVED
APR 5 1965

FORM S.80 (5M) 10-60 S1575

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Burns, Oregon
March 30, 1965

SUBJECT: N. Unit, Diamond Jct.-Frenchglen
Frenchglen Highway
Contract No. 6520

To:
Mr. A. F. Parson
Division Engineer
La Grande

As requested by Mr. Morgan and your letter of March 26, we report the following savings by cutting out the south 0.72 mile of the project.

Equipment rental and explosives saved will amount to $6,726 and base sufacing savings will be $11,398. Savings for oiling materials will amount to about $5,805 for a total savings of $23,929 by finishing to station 1305 instead of the planned station 1343.

The money saved will be used as required to construct a stable fill across the meadow. The cost of additional equipment hours do this is indeterminate at this time because we continuously develope pumping subgrade as we haul over it. However it begins to appear that the contract equipment hours will come closer to doing this than we anticipated earlier, and that we may be able to complete a part of the work we cut out.

E. S. Thompson

E S Thompson

Resident Engineer

RECEIVED
JAN 19 1965
FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 15, 1965

Harney Electric Cooperative, Inc.
P.O. Box 873
Burns, Oregon

Re: Power Line Adjustment
N. Unit, Diamond Jct.-Frenchglen Section
Frenchglen Highway - Harney County
Project: S-262(8) - Contract: 6520

ATTENTION: Mr. Robert E. Cole

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letter of December 21, 1964, has been approved by the State. You are hereby authorized to proceed with the work as of January 15, 1965.

Please contact Mr. E. S. Thompson, Resident Engineer, 252 South Date Street, Burns, Oregon 97720, Phone 7001, at least three days prior to the beginning of the work so that your work may be coordinated with that of the State's contractor.

Reimbursement for the work performed subsequent to January 15, 1965, in the amount of $1,070.20, will be made in accordance with paragraph 7-c(3) of PPM 30-4 upon receipt of your statement of charges. Please be sure to include beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: L. P. Shaw
L. H. Young (2)
C. H. Maison
A. F. Parson
E. S. Thompson
O. G. McComb
J. W. Valentine

RECEIVED
JAN 19 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 15, 1965

Carlson Construction Company
1610 - 9th Street
Baker, Oregon

ATTENTION: Mr. J. E. Carlson

Re: Malheur National Wildlife Refuge
Telephone Facilities
N. Unit, Diamond Jct.-Frenchglen Section
Frenchglen Highway - Harney County
Project: S-262(8) - Contract: 6520

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with Utility Work Order #1, have been approved by the State. You are hereby authorized to proceed with this work as of January 11, 1965.

Reimbursement for work performed subsequent to January 11, 1965 will be made subject to the provisions of Utility Work Order #1 upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: L. P. Shaw
L. H. Young (2)
C. H. Maison
A. F. Parson
E. S. Thompson
O. G. McComb
J. W. Valentine

RECEIVED
DEC 17 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6 & 20

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 16, 1964

F. H. McEwen
220 E. 17th Ave.
Eugene, Oregon

Dear Sir:

The State Highway Commission on December 15, 1964, awarded to you State Highway Contract No. 6520 for the following project:

Grading and oiling on the N. Unit, Diamond Jct.-Frenchglen Section of the Frenchglen Highway in Harney County.

This award was based on your low bid of $414,422.00 which was submitted to the Commission on December 8, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

fp

Hwy # 440
Harney Co

October 15, 1964

NOTED
P. B. [illegible]

NOTED
R. H. PRANGE

NOTED
[illegible]ARWELL

TO: Harney County Court
Courthouse
Burns, Oregon

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310).

Highway Frenchglen Highway (FAS 450)

Section Diamond Junction-Frenchglen, North Unit

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☑

If answer is yes, please list organizations:

10/21/64
(date)

By Nolan Hotchkiss Judge

By T Diller
Commissioner

By H. W. Grant
Commissioner

RECEIVED
OCT 23 1964
ENGINEER
COUNTY & CITY DIVISION

Copy to C.H. Young, Salem 10/23/64

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 2 Pages

RECEIVED OCT 15 1954

Section E. DEOT. DIAMOND JCT - FRENCHGLEN Highway FRENCHGLEN (FA 450) County HARNEY Prefix 113-1963

Res. Engr. R.S. Thompson Approx. Length 6.8 Miles. Sta. 1024+ to Sta. 1386+ Date 10-1-54

Truck A.D.T. 4 Traffic Coefficient 5.5 18 kip s.a. per day 2.8.

Annual Precipitation 12"± Frost Penetration 30"±.

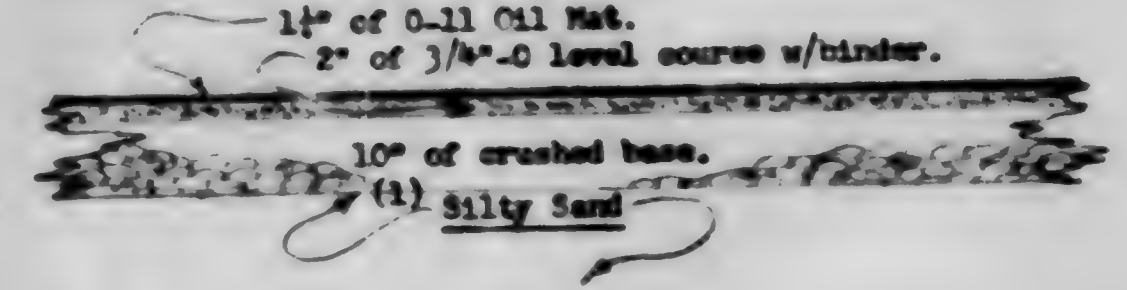
(1)

Typical Soil

26	LL
4	PI
86	%P 10
45	%P200
15	%Gravel
13	%C Sand
27	%F Sand
33	%Silt
12	%Clay
39	"R" Value (Corrected)

AASHO CLASSIFICATION:
A-4 (2)

MATERIAL SOURCES:
To be determined by the Engineer.



CBR Total Req.	Granite	Actual Thick.	
	1½	1½	O-11
	2	2	Level
	10	10	Cr Base
13½	13½	13½	

NOTED
LLOYD P. SHAW

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

Submitted by E.J. Kluge, Staff Assistant

Recommended by R.N. Hurne, Engineer of Materials

Recommended by L.E. Walker, Asst. Construction Engineer

Approved by Lloyd P. Shaw, Asst. State Highway Engineer

SECTION: N. UNIT, DIAMOND JCT - FRENCHGLEN

HIGHWAY: FRENCHGLEN (FA 430)

COUNTY: HARNEY

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 60 (Total)

B. Future ADT 96 (Total)

C. Mean ADT 78 $(\frac{A+B}{2})$

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 10 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ 5% x (C) 78 = 4

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 4 x (H) 100 % = 4

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.669

= 5.5

HARNEY COUNTY
PROPOSED PROJECT (1966 Funds)

FAS 450, North Unit, Diamond Junction-Frenchglen, $187,000.

This is a State Highway FAS Project for which, by agreement between Harney County and the Highway Commission, the County is releasing $112,000 of federal funds allocated to the County under the FAS program. As federal funds are assumed to represent 60% of total FAS funds, Harney County's total fund allocation will be reduced by $187,000.

Completed 11-1-65
Contract 6820,
Proj. F-262(8).
(See proj. 440, letter to
Harney 11-5-65)

64-g
8/31/64

10-9-64
Comm. Approved

County Court for Harney County

BURNS, OREGON

NOTED
R. M. ALLISON

NOTED
P. B. Arensmeier

March 4, 1964

NOTED
R. H. PRANGE

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Oregon State Highway Commission
State Highway Building
Salem, Oregon

RECEIVED
APR - 8 1964
ENGINEER
COUNTY & CITY DIVISION

Attention: Mr. H. S. Cox
County and City Engineer

Gentlemen:

By this letter the Harney County Court authorizes the Oregon State Highway Commission to utilize $112,200.00 of Federal funds allocated to Harney County under the County FAS policy, which will be matched by State and FAS funds, making a total of approximately $187,000.00 on the North Unit of the Diamond Junction-Frenchglen Section of the Burns-Frenchglen Road.

Very truly yours,

HARNEY COUNTY COURT
by

Judge

Commissioner

Commissioner

Copy to John Oakes 7-13-64
" " Frank Hall 7-13-64

NOTED

RECEIVED
FEB 6 - 1964

Prefix No. 113-1463

LOCATION PROSPECTUS
NORTH UNIT, DIAMOND JUNCTION-FRENCHGLEN SECTION
FRENCHGLEN HIGHWAY
HARNEY COUNTY

HIGHWAY: Frenchglen, State Secondary No. 440, Federal-aid Secondary No. 450.

TERMINI: The northerly terminus is at M.P. 42.2, Station 1024+00, which point is approximately 20.5 miles south of Narrows. The southerly terminus is at M.P. 52.3, which point is approximately 8.0 miles northerly of Frenchglen.

LENGTH: 10.0 miles.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and oiling on an equipment rental basis along the existing highway. The route will follow the existing highway with minor changes in horizontal and vertical alignment. There are no towns or airports affected by this project. Reconnaissance is not necessary. Soils investigations will be conducted. There are no drainage problems. An economic analysis is not needed at this time.

CHARACTERISTICS: Existing ADT 30; projected ADT 50.

STANDARDS: Class "E" maximum grade of 6 per cent, maximum curvature of 10 degrees.

TYPICAL SECTION: Two 11-foot travel lanes with 4-foot shoulders.

BRIDGE: One existing 9-foot span at M.P. 46.28, H.C. 22'6". Disposition to be determined during the survey.

ACCESS: This will be a two-lane highway with no control of access.

BASE DESIGN: Tentative design for construction:

Wearing Surface	1-1/4" 0-11 Oil Mat
Top Course Base	2 " 3/4"-0 Crushed
Bottom Course Base	10 " Coarse Crushed
Total Depth	13-1/4"

NOTED
R. L PORTER

FORREST COOPER

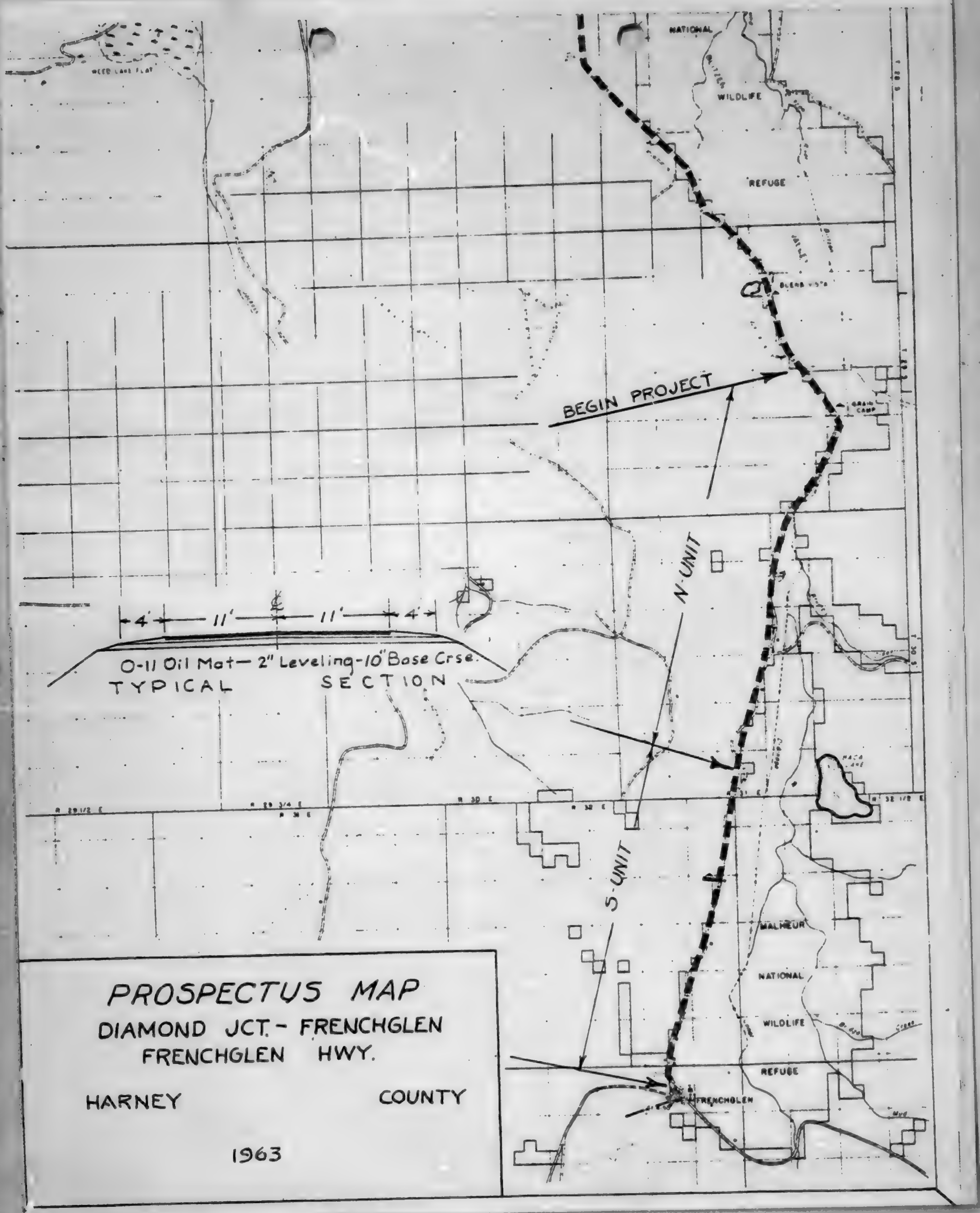
MATERIAL SOURCE: Sources will be prospected during the survey.

ADDITIONAL FACILITIES: Interchanges - none. Railroad crossings - none.

STATE PARKS OR ROADSIDE REST AREAS: None affected.

Attachment
cc Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
A. F. Parson (3)
Mark Astrup
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
OCT 1954
OFFICE OF
STATE PUBLICITY ENGINEER



PROSPECTUS MAP

DIAMOND JCT. - FRENCHGLEN
FRENCHGLEN HWY.

HARNEY COUNTY

1963

15-3420 Ashland Maintenance Building 1964

#6521

RECEIVED
NOV 2 - 1965
FOR FILING
15-24-2 C
6521

November 2, 1965

Oregon Automobile Insurance Company
501 Equitable Building
Portland 4, Oregon

Gentlemen:

Contract No. 6521 awarded to Meri C. Howard and Westgaard Construction Company for the maintenance building at Ashland in Jackson County was completed on July 19, 1965, and accepted by the Highway Commission on October 29, 1965.

Final payment in the amount of $1,699.65 will be released to the contractor after November 9, 1965. The total contract amount is $34,888.80 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm
cc Meri C. Howard
and Westgaard Construction Co.
93 Bush Street
Ashland, Oregon

Mr. N.S. Erwin
Attorney in Fact
11 North First
Ashland, Oregon

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
NOV 1 - 1965
FOR FILING
15-3420
6521

October 29, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed July 19, 1965, on Contract No. 6521. The contract was with Earl C. Howard & Westgaard Construction Company and was for construction of the Ashland Maintenance Building on Tolman Creek Road in Jackson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project on this date.

This will be presented to you for confirmation at the Commission meeting on November 4.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Elsbee
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

bg

RECEIVED
SEP 20 1965
FOR FILING

15 - 3420

6521

August 23, 1965

Merl C. Howard
and Westgaard Construction Company
93 Bush Street
Ashland, Oregon

Gentlemen:

The State Highway Commission at its meeting on August 23, 1965, considered your request for an extension of the specified completion date from May 31, 1965, to July 25, 1965, to complete Contract No. 6521 for Ashland Maintenance Building in Jackson County.

After considering the recommendation of the Engineer and other available information, the Commission granted you 62 additional days, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc R. D. Asburry
A. C. Harwood
Frank Morgan
L. H. Young
C. H. Maison

RECEIVED
AUG 3 - 1965
FOR FILING
15-3420
6521

August 3, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 4
August 23, 1965 Meeting

Gentlemen:

Merl C. Howard and Westgaard Construction Company, contractor for the Ashland Maintenance Building, Contract No. 6521, has requested that the completion date for the work be advanced from the specified completion date of May 31, 1965, to July 25, 1965, without assessment of liquidated damages.

The contractor was caused delay because of complications arising in the State's request for some revision in Ashland, which was a matter beyond the contractor's control. I recommend that he be granted an additional 42 days without the assessment of liquidated damages.

The matter will be on the agenda for the August 23 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asbarry

CAG:ja/RLP:ms bg

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6521 (BR) Contractor Merl C. Howard & Westgaard Const. Co.

Highway Tolman Creek Road

Section Ashland Maintenance Building

Kind of Work Maintenance Building

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

(1) Delay in obtaining rezoning of building area,

(2) Extra work added.

Recommended for Approval:

John Adamson
Asst
Division Engineer

Ivan V. Merchant
Construction Engineer or
Bridge Engineer

C. H. Swanson
State Highway Engineer

Contract No. 6521 (BR.)

Project designation State
State-Federal

Date awarded 12/15/64

Work started 2/15/65

Per cent completed 88% 6/25/65
Date

No. of Workdays Allowed to 5/31/65

No. of Workdays Used Not Applicable

No. of Added Workdays Requested 8-1-65

E—320 (Rev.)—SM—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date June 3, 1965

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from ~~xxxxxxx~~ days to ~~xxxxxxxx~~ 8 weeks or until July 15th, 1965 days, within which to complete our Contract No. 6521, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: The contract was awarded December 15, 1964, but due to inclement weather and delay in the city of Ashland's rezoning the area site from residential to a commercial zone in a district which had just previously been taken into the city limits. Construction was unable to begin until February 15, 1965.

Respectfully submitted,

MERL C. HOWARD
Contractor

By Merl C Howard

CONSENT OF SURETY

Date June 4, 1965

We, Oregon Automobile Insurance Company, Commonwealth Building, Portland, Oregon, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

N. S. Erwin
Attorney-in-fact

Erwin Insurance Agency

By Richard K. Harper
Resident Agent

(SEAL)

RECEIVED
MAR 24 1965

FORM E-BOX—SOM—7-64 SP 6230-784

FOR FILING

6521

To:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1965

SUBJECT: Contract No. 6521

Mr. D. B. Parkes
Office Engineering

OFFICE

Work was started on the Ashland Maintenance Building on the Tolman Creek Road in Jackson County on February 15, 1965.

Ivan D. Merchant
Bridge Engineer

cc: Mr. Floyd Query

NOTED
FLOYD QUERY

RECEIVED
JAN 20 1965
FOR FILING

COMMISSIONERS
GLENN L. [illegible], CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST [illegible]
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 20, 1965

Merl C. Howard &
Westgaard Construction Co.
[illegible] Bush Street
Ashland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #6521, awarded December 15, 1964, for construction of Maintenance Building on Ashland Section of Tolman Creek Road in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
DEC 21 1964
FOR FILING
6521

December 18, 1964

Meri C. Howard & Westgaard Construction Co.
93 Bush Street
Ashland, Oregon

Gentlemen:

A letter has been received from the State Industrial Accident Commission concerning construction of the Ashland Maintenance Building awarded to you recently under Contract No. 6521.

We are advised that the Accident Commission has an account with Mr. Howard, dba A-1 Cabinet Shop, but they do not have a record of the joint venture operation as bid under the contract.

It may be that you have already taken action to make a proper filing with the Accident Commission, but if not, please do so as soon as possible.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkm

cc Mr. R. G. Savage, Director
Employer Coverage Division
State Industrial Accident Commission
Labor and Industries Building
Salem, Oregon

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM 97310

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
LABOR AND INDUSTRIES BUILDING
SALEM, OREGON

ATTENTION Rate & Survey
WWG: Pending
General
188202

December 17, 1964

Mr. Floyd Query, Secretary
State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Query:

The employers awarded contracts on December 15, 1964, are properly registered with one exception.

One contract involving the Ashland Maintenance Building was let to Merl C. Howard & Westgaard Construction Co. We have an account with Mr. Howard, dba A-1 Cabinet Shop, but we do not have any record of the partnership or joint venture operation. We will appreciate your cooperation in seeing that the employer opens an account at the earliest possible date with this Commission.

Yours truly,

R. G. Savage, Director
Employer Coverage Division

By: W. W. Geibel

W. W. Geibel
Rating Supervisor

WWG:cf

RECEIVED
DEC 1964
DIVISION

RECEIVED
SEP 23 1964
FOR FILING
15-34-20

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1964

SUBJECT:

Maintenance Station Site - Ashland

To:

L. R. Chandler
Division Engineer

Roseburg

Attached is Minor Betterment Work Order for $14,100 for improvement of the Maintenance Station Site at Ashland. Also attached are three copies of the contour map showing approved elevations for grading and developing of the site.

We feel the 48" C.M.P. recommended for installing is adequate to handle the Hamilton Creek drainage, as the 36" timber box and 24" pipe culverts under the county road have not been known to have water head up at the inlet end in the past 10 to 15 years.

In order to expedite the work, it is requested that the grading work be done by hiring a local contractor on an Equipment Rental Basis. The 48" pipe should be installed with State forces.

It is requested that Mr. Lamsert order and install the required pipe and proceed to make arrangements for such equipment as is needed for the grading operations.

Building plans are being prepared and are to be scheduled for the November contract letting. Copies will be submitted to your office as soon as completed. Elevation for the building will be made by the engineer handling the building contract so as to conform with any elevation change made when grading the site.

E. E. Hunter
Maintenance Engineer

By H. W. Hughlett

H. W. Hughlett
State Bridge Superintendent

HWH:ia

cc: Tom Edwards
R. L. Lamsert
W. G. Krueger

NOTED
TOM EDWARDS

RECEIVED
SEP 24 1964
OFFICE OF
STATE HIGHWAY ENGINEER

To Grover Springs

B.M. in Fence Corner
Elev. 20347

8-18" Conc Pipe

4'x8' Conc. Box
Wood Lid
2 Valves & Reg.
E1029

E1638

Granite Road Surface

100'

8" Waterline

Ditch

Oiled Road Surface

Wire Fence

Wood Fence

Tolman Creek Road

35 36 37 38 40 41 42 43 44 46 48 50 51 52 53

FL 32.7

FL 32.8

100

200

35.9

37

39

42

43

44

46

41

42

43

41

(Im.) ON 3/16" BS

50

51

52

53

36

Sec. 14, Twp. 39 S., R 1 E.

℄ Southern Pacific Railroad

E 1065

100'

face

(1785.44', S. 55° 09' E.)

Wire fence

Wire Fence

Wire Fence

Wire Fence

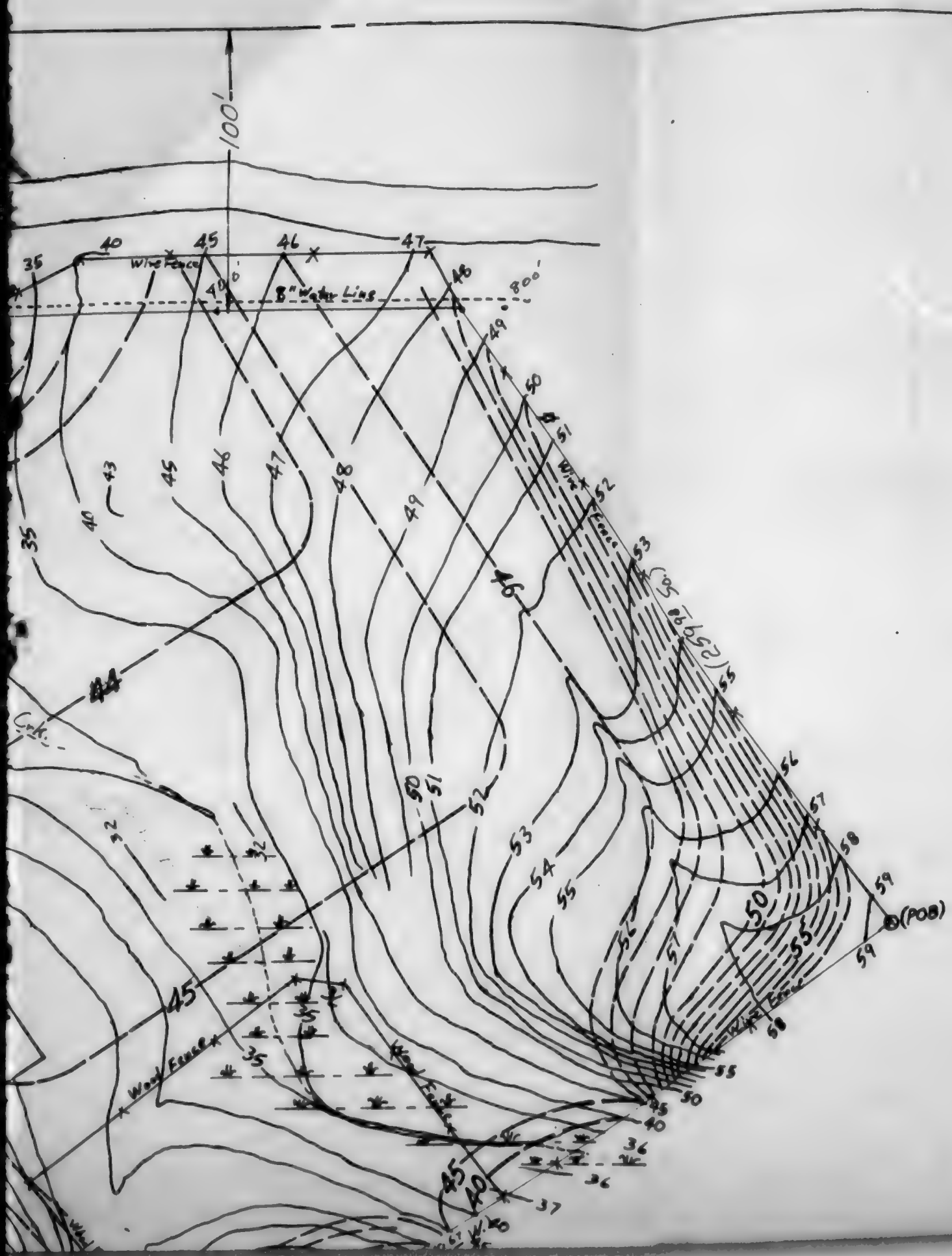
Iron Ditch

Iron Ditch

Iron Ditch

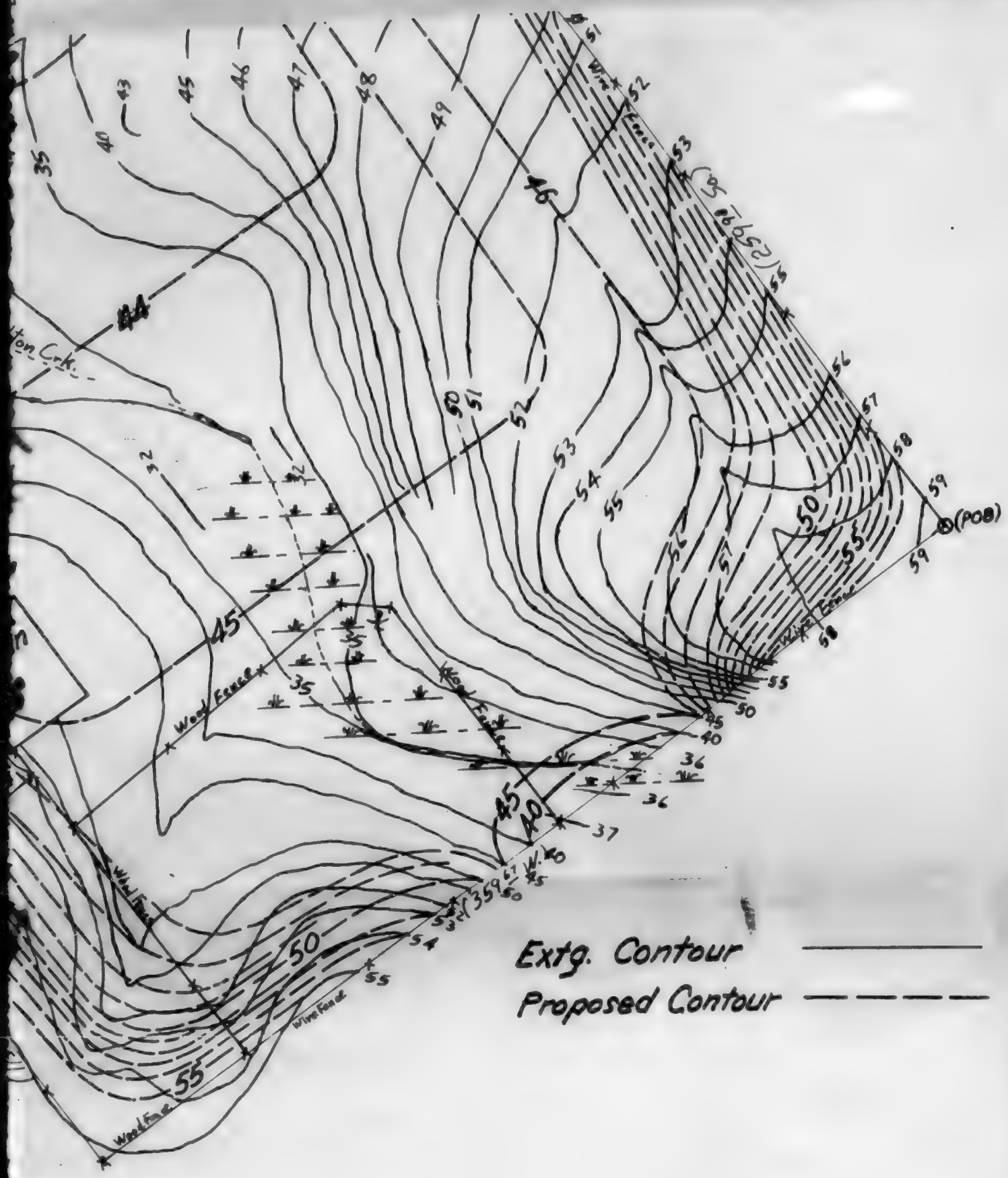
Hamilton Crk.

Barn


100'
35
40
45
46
47
Wire Fence
40'
8" Water Line
800'
48
49
50
51
52
53
54
55
56
57
58
59
(POB)
Wire Fence
Wire Fence
Wire Fence

Wire Fence
E1029
E1638
Oiled Road Surface
Ditch
Wire Fence
Wood Fence
Wire Fence
Tolman Creek Road
E1632
P. Waterline
E2123
11
13
21'-12" Conc. Pipe
12' Gate in corner

Wood Fence
Barn
Hamilton Crk.
Intri. Ditch
Plum
Nut
Apple
Cherry
R. Waterline
Wood Fence
(283' W.)
(1115' N.)
To Pigeon Valley
68' 8" Conc. Pipe
Outlet
B.M. in Fence Corner
Elev. 2060.45
E 2123
11
13
21'-12" Conc. Pipe
12' Gate in corner.



Ashland Maintenance Site
Pacific Highway
Scale 1"=50'

RECEIVED
SEP 16 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1964

SUBJECT: Proposed Maintenance Building
Tolman Creek Road
ASHLAND

To:

Ivan Merchant
Bridge Engineer
BUILDING

Attached hereto is contour plot map of the proposed maintenance site at Ashland, showing proposed location of a 36' x 136.5' Standard Block Maintenance Building; also showing location of existing power and water lines.

Please have plans and specifications prepared for construction and place on the October 9, 1964 Contract Letting.

It is recommended that the building consist of two shop or warm bays, 1-8' utility bay, 7 storage bays, septic tank and drain field to be included in the contract.

State forces will install gas tanks, pumps and island.

Estimate:

36' x 136.5' Block Bldg. = 4914 sq. ft.	
Shop and utilities 36' x 40' = 1440 sq. ft. at 7.50	$10,800.
Storage bays 36' x 96.5'=3474 sq.ft. at 6.00	20,844.
Septic tank and drain field	1,856.
	$33,500.
Engr. & Contingencies 12-1/2%+	4,500.
	$38,000.
Maintenance Station Buildings:	
Transfer CRESWELL Building Fund	$49,000.

RECEIVED
SEP 8 1964
OFFICE OF
STATE HIGHWAY ENGINEER

E. S. Hunter
Maintenance Engineer

W D
T D

By ORIGINAL SIGNED BY H. W. HUGHLETT
STATE BRIDGE SUPERINTENDENT

H. W. Hughlett
State Bridge Superintendent

HWH:hl:aj
Attachment

cc: Tom Edwards
C. H. Maison
L. R. Chandler

Grading plans for site being prepared by Construction Dept, copies will be submitted to Dir as soon as completed HWH.

RECEIVED
AUG - 5 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Legal and Right of Way Division

INTER-OFFICE COMMUNICATION

To Tom Edwards

From L.L. Holt

File No.

Date 8/4/64

Subject

Tom -

We now have a deed to maintenance site at North Ashland, formerly owned by P.P.&L. —

sent 8-5-64

Copy to Hunter for Procedure w/Mtce Sta

EE

NOTED
EDM ENGINEER

State Printing

RECEIVED
MAY 28 1964
FILING
7-3420
6921

Salem, Oregon
May 25, 1964

Tom Edwards
Assistant State Highway Engineer
O F F I C E

In response to your request, I have had the Chairman of the Highway Commission make arrangements for the Highway Department to buy a tract of land for a maintenance site southerly of Ashland.

The property is being acquired under a PP&L option by George Rives of the law firm Smith, Rives, and Rogers, whose office is located in the Public Service Building in Portland.

Please take it from here and keep me informed.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Victor D. Volfe

RECEIVED
JUN 31 1964
FORM E-30 SDM 12-63 84076

FOR FILING

15-3420
(651)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1964

RECEIVED
MAY 27 1964
LEGAL & RIGHT OF WAY

SUBJECT:

To: Tom Edwards
Assistant State Highway Engineer
O F F I C E

L

RECEIVED
MAY 27 1964
RIGHT OF WAY

NOTED
L. A. Holt

In response to your request, I have had the Chairman of the Highway Commission make arrangements for the Highway Department to buy a tract of land for a maintenance site southerly of Ashland.

The property is being acquired under a PP&L option by George Rives of the law firm Smith, Rives, and Rogers, whose office is located in the Public Service Building in Portland.

Please take it from here and keep me informed.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Victor D. Wolfe

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

Tom - I understand this instruction is obsolete, & that P.P.&L. will come here to discuss the detail of the transfer
LAH

RECEIVED
APR 7 1964
FOR FILING

FORM E-30 5OM 8-63 48900

12-14
6231

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31, 1964

To:

SUBJECT: Purchase of Maintenance Site
Ashland

Mr. Tom Edwards
Assistant State Highway Engineer
BUILDING

Herewith for your approval is letter to F. D. Morgan for preparing required maps and property descriptions for obtaining appraisals and options for purchasing the Maintenance Station Site at the Green Springs Interchange in Ashland.

H. W. Hughlett

H. W. Hughlett
State Bridge Superintendent

HWH:hl
Attachments

Copy / Mr. Hughlett 4-6-64

Approved 4-2-64
Tom Edwards
Asst. State Hwy. Engr.

NOTED
TOM EDWARDS

FORM E-80X—50M—10-62 40823

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31, 1964

SUBJECT: Ashland Maintenance Station Site

To:

F. D. Morgan
Construction Engineer
BUILDING

Attached hereto is a sketch map showing two proposed sites suitable for construction of the maintenance station to be constructed in Ashland:

Our No. 1 site proposed, as outlined in green, contains 8.5 acres which should be obtained from G. A. Harshman if a deal could be negotiated which could be justified as to cost.

The No. 2 site proposed, as outlined in red, is a tentative area (6.4 acres) from a parcel of 8.5 acres owned by the City of Ashland. Boardered in blue is the necessary roadway easement which the City of Ashland would obtain from McGrew.

Also attached are Deeds showing ownership and descriptions of the total properties involved.

Please prepare property descriptions and maps required for the Right of Way Division to obtain appraisals and options to purchase one of the above sites.

Approved H-1-64
Asst. State Hwy. Engr.

E. S. Hunter
Maintenance Engineer

By ORIGINAL SIGNED BY H. W. HUGHLETT

H. W. Hughlett
State Bridge Superintendent

NOTED
TOM EDWARDS

HWH:hl
Attachments

cc: Tom Edwards
L. R. Chandler

RECEIVED
APR 3 1964
OFFICE OF
STATE HIGHWAY ENGINEER

N
Creek
Indian
Creek
Emigrant
Creek
INDIAN
MAIN
AIRPORT
PACIFIC
EMIGRANT
CREEK
Creek
Creek
SPRINGS
GREEN
Log Pond
CLOVER LN
DEAD
HWY.
SOUTHERN
CREEK
DIANE ST.
BARBARA ST.
JACKLYN ST.
(MATCH TO SHEET 4)
CITY OF ASHLAND Reservoir
G.A. HARSHMAN PROPERTY
HWY. UNDER CONSTRUCTION
FORTER RD.
NO. 21
Neil
Creek
Creek
ROGUE
ROGUE
AVE.
BELLVIEW
TOLMAN
Hamilton
MISTLETOE HILL
VALLEY
VALLEY
CROWSON
HWY. BLVD.
Tolman
99
NO. 1
5
NO. 99
99
SIGNED ROUTES
INTERSTATE
U.S.
STATE
LEGEND
Post Office
School
R. R. Depot
Public Bldg.
CH – City Hall
CT – Court House
A – Armory
L – Library
Street open for travel.
Street dedicated but not open.
City Limits.
ASHLAND
JACKSON COUNTY, OREGON
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Population 9,286
Scale in Feet
May 1963

FORM E-30 8058 12-62 64670

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
March 27, 1964

SUBJECT: Ashland Maintenance Site

To: E. S. Hunter
Maintenance Engineer
Salem, Oregon

Attention: H. W. Hughlett

I enclose a map illustrating the Harshman (Continental Construction Company) and the City of Ashland properties near the Green Spring Interchange and which we inspected for possible acquisition for the new Ashland Maintenance site. Ownership data taken from County records and a report from Fred Reid, Right of Way Agent, to Riley, Right of Way Supervisor, is also enclosed.

The ownership data indicates that the City of Ashland does not, after all, have more than 8.5 acres. You will also note on the above mentioned map and outlined in blue, an easement which the City will definitely locate on the McGrew area. They do, at the present time, have an easement through this property but until now it has not been definitely located.

Please return two prints of the map for our use.

L. R. Chandler
Division Engineer

H. W. HUGHLETT

LRC:dlh
encl.

RECEIVED

FORM S-20X—6001—10-61 45613

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

March 26, 1964

To: Mr. L. W. Riley
Right of Way Supervisor
O f f i c e

SUBJECT: Sub-relocation of Maintenance Site
Pacific Highway
Jackson County

Received phone call at Ashland March 24, 1964, from Mr. Riley and Mr. Chandler stating that either of the two sites previously reviewed had been approved. The first selection was the 6+ acres off the frontage road at Green Springs Interchange, remainder of taking on our File No. 32891-Retter, Valley View Road-South Ashland Section. The second choice is 8 acres from a mill site owned by the City of Ashland.

The Retter remainder under File No. 32891 has changed ownership, sold July 1963 for $9000 to Continental Construction Company of Corvallis, a Mr. Stanley Wilt of Corvallis and Mr. G. A. Harshman of Ashland. Contacted Mr. Harshman and explained situation. Told him the State Highway Department is interested in purchasing from them and I was investigating to determine if site was available, but was in no position to make an offer at this time as we had not obtained an appraisal. Mr. Harshman explained they had purchased this site for equipment storage area and they planned to erect a building 50 x 110 for shop and storage as they are now operating some nine cats and other equipment constructing timber access roads. Mr. Harshman further explained the decision was up to Mr. Wilt as he took care of the financial end of their operation. He said he would contact Mr. Wilt and for me to do likewise. He said it may be such a thing that Mr. Wilt would leave the matter up to him.

Later in the evening I reached Mr. Wilt by phone. Mr. Harshman had contacted him and he was aware of our needs. He said if they were to sell he considered a fair price would be $20,000 in view of their plans for development. I told him that the price seemed somewhat high as they purchased less than a year ago for $9000. He gave me the impression that a lower adjustment may be considered. He stated he would be coming down to that vicinity before too long and could meet with me. I advised him it would be necessary for us to first obtain an appraisal. He stated that it would be possible to work out some agreement to cross his property should we decide on another location.

I did not further contact the City of Ashland as this location is now considered to be #2 choice and we have not determined the exact area we need from this site. Engineer Brown and DMS Lamnert are getting a description, etc. Another question that enters my mind is to what extent we plan to pursue in obtaining site #1. If they refuse an option would we go to the extent of obtaining through legal channels?

F. W. REID
Right of Way Agent

FWR/cc

RECEIVED
MAR 3 1964
OFFICE OF
MAINTENANCE ENGINEER

F-330(4) Mohawk Rd.-High Banks Rd. Sec., 1964
Eugene-Springfield Hwy. (Grad.,
#6522 Pav., Struct. & Sign.) [redacted]

Cd A 2764
X
2501

RECEIVED
JAN 11 1966
FOR FILING

F-330(d)

6522

January 11, 1966

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6522 awarded to Wildish Construction Company for grading, paving, signing, and structures on the Mohawk Road-High Banks Road Section of the Eugene-Springfield Highway in Lane County was completed on October 9, 1965, and accepted by the Highway Commission on January 10, 1966.

Final payment in the amount of $19,702.77 will be released to the contractor after January 18, 1966. The total contract amount is $363,071.07 including $2,214.04 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

flm

cc Wildish Construction Co.
P. O. Box 1106
Eugene, Oregon 97401

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
JAN 11 1966
FOR FILING
F-330 (4)
6522

January 10, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed October 9, 1965, on Contract No. 6522. The contract was with Wildish Construction Co. and was for grading, paving, structures and signing on the Mohawk Road-High Banks Road Section of the Eugene-Springfield Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 10, 1966, and that you concur in this procedure at the Commission meeting on January 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

RECEIVED
DEC 14 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Dec. 10, 1965

Accounting Division	( )	Traffic Division	( )
Bridge Division	( )	Division Engineer, No.___	( )
Construction Division	( )	Maintenance Division (Seeding & Mulching Sec.)	( )

Project No. F-330(4), Mohawk Road-High Banks Road Section, Contract No. 6522, Prefix 120-1012, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by Dec. 31, 1965, so that the project can be finaled and the prefix cancelled. Your prompt reply is requested.

Note: The Division Office will be responsible for contacting the resident engineer currently in charge of the project area.

L. H. Young
Office Engineer

PH:ia

RECEIVED
NOV 19 1965
FOR FILING

F. 330 (4)
6522

228

November 18, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Inspection-in-Depth
Mohawk Road-Highbanks Road
Section, Eugene-Springfield
Highway, Compaction of A. C.
Contract No. 6522

Dear Sir:

Your recent Inspection-in-Depth report, concerning asphaltic concrete compaction on the subject project, includes a summary and recommendation section, on page 2, which includes eight items. Following are our comments on these eight items as requested:

Item 1.

This referred to the breakdown rolling being performed contrary to specifications. Our specifications require breakdown to be accomplished with a steel wheel roller. Earlier in the year some of your personnel supplied us with a write-up and test result data of experiments conducted in the State of Washington, wherein a rubber-tired roller was used for breakdown purposes. This report indicated increased compaction when this method was used. It was agreed that we would try some test sections using this method and analyze the results. This project was one in which some experimentation using this method was used. For your information the following compaction results for this project were as follows:

Item	No. Tests	Failing	Avg. Comp.%	Failing %
FMSB	15	1	94.9	91.9
Bottom Course Cl. B	12	0	95.8	90.8
Top Course Cl. B	12	2	93.8	91.3

We consider these results excellent.

Item 2.

We agree that not only on this project, but others also, a concerted effort to have specification rolling equipment, proper rolling procedures and controlled mixes should be made and we are now and will continue to strive to attain this. We agree the inspector should have his thermometer with him at all times as a help to control temperature of the mix.

Item 3.

You suggest that we should have a predetermination of tire pressures on the rollers set up so as to be able to obtain the most efficient ground pressure for the condition and purpose used instead of the 80 PSI maximum ground pressure now specified.

We specify that the pneumatic rollers must be capable of attaining an 80 PSI ground pressure, but we do allow variation from this to meet existing conditions as required.

The setting up of tire pressures for all conditions and all types of equipment allowed would be very difficult to do. We will attempt to give some data regarding this to field personnel in training sessions as far as general practice is concerned. It is not believed anything additional is needed to be done.

Item 4.

This item involves specifying a more uniform graded mix and a slight increase in asphalt content for the purpose of obtaining compaction more readily.

It is definitely believed that this past season we have achieved quite a bit more uniformity in our design mix than we have previously attained. This has emerged from better informed inspectors and an apparently more concerted effort on the contractor's part. Our field testing and compaction results bear this out. About all we can say is that we are fully aware of the desirability of uniformity of mixes and are making efforts to better them as we progress. As to adding extra asphalt for ease of compaction, there is no question but what in some cases added asphalt would add to easier compaction results; however, it could also provide unstableness. Our design takes into consideration density and stable mixes, as well as other factors. This recommendation will be studied further, however.

Item 5.

We have not been aware that depths of A. C. on projects have been varying to any great extent from that specified. A check into the practicability of possibly changing tolerance depths will be studied.

Item 6.

The practicability of changing specifications, when commercial plants are involved, to prevent change of mix while paving on a State project has been discussed several times. The value, of course, of such a specification is to obtain a uniform mix at all times. Considerable problems regarding this has been encountered in the Portland area. One of the main problems is that the commercial suppliers consider that the State projects are a small part of their production and are reluctant to tie up their plants for any duration of time which would interfere to any great degree with their other commitments. This problem is being studied in an attempt to alleviate the uniformity situation.

Item 7.

This item involves the time lag in getting compaction test results. A concerted study is being made at this time of this situation as we realize it is definitely a problem. This study should be completed shortly and it is expected some progress will be made in solving the problem.

Item 8.

The use of excessive fuel oil for flushing out of haul units is detrimental and all of our field people have been advised and are aware of it. Continued efforts to avoid use of excess fuel oil or diesel will be made. We were advised just recently that other flushing agents which are not injurious to the A. C. mix have been developed and are being tried. Some data on this should be forthcoming in the near future.

The above are our comments on the summary and recommendations regarding this Inspection-in-Depth Report.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. R. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
L. R. Chandler

JHW:bjm srb

Form CO-121 (11-63) (Pres. by A.O. 20-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 29, 1965

In reply refer to: 08-35.4-DA

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project F-330(4)
Mohawk Road-Highlands Road Section
Eugene-Springfield
Inspection-in-depth report

A copy of an inspection-in-depth report on the subject project is attached. This inspection made August 17, 1965 covers control of compaction on asphaltic concrete.

We would appreciate your comments on the points made in Summary and Recommendations portion of report. Any revisions in your current procedures that you may make as a result of these findings should be fully discussed.

Attachment

Chg to Morgan w/enclo.
Copy to Young

Routing: Morgan, Decker, Bond, Barbee, Walker, Crumm, Swan, Peace, Morelock, Trout, Scott, Wills, Litchfield, Olson

RECEIVED
NOV 3 1965
CONSTRUCTION
DIVISION

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM F [illegible]33D (8-64) OSHD(Klaboe) File 439 Admin Mgr

Control No 35-65-EID-13

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(Check Appropriate One) [X] ORIGINAL INSPECTION REPORT [ ] FOLLOWUP REPORT

Region(3cys) Wash DC

REGION	DIVISION	PROJECT NUMBER
8	Oregon	F-330(4)

DATE OF INSPECTION	PHASE(S) INSPECTED
8-17-65	Compaction of Asphaltic Concrete

INSPECTION MADE BY	IN COMPANY WITH
J. L. Lowder, Area Engr. W. N. Bryant, Ass't. Area Engr.	G. H. Worth, Resident Engr., OSHD

REPORT PREPARED BY

W. N. Bryant, Ass't. Area Engr.

PROJECT INCLUDES

[X] GRADING AND DRAINAGE [X] BASE [X] PAVING [X] MAJOR STRUCTURES [X] OTHER (Specify) Signing Installation

CONTRACTOR (Name and address)	CONTRACT AMOUNT
Wildish Construction Company Eugene, Oregon	$ 391,348.20
	PROJECT STATUS (Percent complete) See Below

LOCATION Along the north city limits of Springfield, Oregon beginning at the intersection of the new roadway and Mohawk Road and extending easterly 1.16 miles to a point approximately 0.25 miles west of High Banks Road."

REPORT FORMAT: (1) SUMMARY OF FINDINGS; (2) RECOMMENDATION (Including needed followup action); (3) DETAILED REPORT OF INSPECTION.

MOHAWK ROAD-HIGHBANKS ROAD SECTION
Eugene-Springfield Highway

The work on this project involves minor grading of a previously constructed roadbed, placement of subbase material, plant-mix stone base, plant-mix bituminous base, Class "B" asphaltic concrete, the construction of a dual prestressed concrete overcrossing and signing installation.

The percentage complete of the major bid items are as follows:

Subbase Material	100% Complete
Plant-Mix Stone Base	100%
Plant-Mix Bituminous Base	100%
Class "B" Asphaltic Concrete	25%
Structure	100%
Signing	0%

The phase of work involved in this inspection was the States control of compaction on asphaltic concrete mixtures. Time spent on this inspection was as follows:

Field Inspection	14 manhours
Travel	4 manhours
Write-up	8 manhours

(more)

USCOMM-DC 9221-P64

Summary and Recommendations

The project records were reviewed and found to be current and documentation deemed satisfactory. Generally the field control appears adequate and the contractor cooperative. Items observed which should receive consideration for improving the State's control over compaction on the project are as follows:

1. The initial break-down of Class "B" Asphaltic Concrete was being performed contrary to the specifications.

2. A more concerted effort should be made to insure the use of specification rolling equipment and proper rolling procedures along with a close temperature control of the mix on the road as well as at the plant.

3. The adoption of guide lines or predetermination of weight and/or tire pressure of pneumatic rollers in order to obtain the most efficient resulting ground pressure for the condition and purpose used instead of the 80 psi maximum ground pressure now specified.

4. The possibility of specifying a more uniform graded mix along with slight increase in asphalt content in order to obtain the specified percent relative compaction with less compactive effort.

5. Thickness variation of lifts controlled closely to prevent differential density and/or pulling or separating under the paver. It would seem feasible to specify an allowable depth tolerance per lift.

6. Some control placed on commercial plants to prevent any other type of paving to be accomplished from the plant during periods of supplying material to the project.

7. The possible purchase of at least one portable core machine per Division Office to check the thickness and relative compaction of asphaltic materials during placement.

8. A tight control on the use of fuel oil for flushing the haul units.

Personnel

The key personnel assigned to the project appear to be conscientious individuals and seem to have a good understanding

(more)

of compaction control procedures. Mr. Geary H. Worth, the resident engineer assigned to the project, has been employed by the State Highway Department for over 17 years of which over 9 years has been in the capacity of resident engineer. Mr. R. J. Lenhart, the plant inspector assigned to the project, has been employed by the State Highway Department for over 13 years, three years of which has been spent testing materials.

Description of Equipment and Material

The equipment being used in the production, hauling, spreading, finishing and compaction of the asphaltic concrete mixture consisted of a Hetherington and Berner 6,000# capacity batch plant, nine Ford 850 dump trucks, one Barber Greene SA 40 paver with an electronic-activated screed, one Bros. SP-54-B, Pneumatic-tired roller and one Ingram 8-12 ton tandem roller all of which substantially met pertinent specification requirements.

The aggregate used in the mixture is obtained from the Willamette River just south of Springfield and is crushed to the required size in the same immediate area. The asphalt being used is 60-70 penetration Chevron obtained from Willbridge, Oregon.

Field Control

During periods of normal operation the contractor is placing approximately 120 tons of AC mix per hour. The batch plant is equipped with a Howe Dial Scale with 75# graduations for weighing aggregate, a Hetherington and Berner volumetric meter with indicating dial for proportioning asphaltic cement, and a time lock to control the mixing cycle which has been set for a dry mix time of 6 seconds, wet mix of 36 seconds and discharge time of 5 seconds, The mixture being produced appears uniform with all aggregate particles well-coated with asphalt.

The haul vehicles were observed to have tight, clean and smooth metal beds, did not cause undue segregation of the material and appeared in good mechanical condition.

However, one operator was observed spraying the bed with an excessive amount of fuel oil. This condition was brought to the attention of the resident engineer. He gave assurance that all excess fuel oil was being drained from the truck beds prior to loading.

The paving machine is equipped with a paver control system which automatically controls the laying of the mixture to specified transverse slope and longitudinal grade and is actuated from an independent line and grade control reference as specified. There was no apparent difficulty in maintaining the screed at the proper transverse slope and height to establish the top surface of the final compacted lift at specified slopes and grades. However, it was noted that the thickness of asphaltic concrete being placed varied in some areas as much as a possible plus or minus one inch from the specified two inch lift. This condition is verified by the Laboratory Report No. 120-1012 of measurements taken and tests performed on A/C cores obtained and listed as BPR Record Samples, copies attached. It is assumed this variation in depth may be due to improper placement of the base material to the depth and grade specified, since the slope and grade of the lift being placed is controlled by an independent control reference line as mentioned above. As a result the total depth of asphaltic concrete which will be placed, holding the independent control line at design grade, will also vary as much as plus or minus one inch from the specified three and one half inch. depth. This would, it seems, be somewhat in excess of the recommended but unspecified tolerance and could lead to pavement failure.

The pneumatic-tired roller being used is of the tandem axle, multiple-wheel type with smooth-treaded tires of equal size staggered as specified. According to project personnel the roller weighed 27,000 lbs. and the tires were inflated to 110 psi which results in the specified maximum ground pressure of 80 psi. However, it is noted that the specifications require the roller to be operated at a ground pressure which is most ifficient under the conditions and for the purpose used and not necessarily at the maximum 80 psi specified. In some situations, such as compacting hot asphaltic concrete, better resluts might be obtained with less compactive effort by the use of more weight on the roller and less tire pressure. This would not only result in more contact surface between tire and AC mix but could also help keep the roller tires at a higher temperature thus helping to prevent the mix sticking to the tires.

(more)

It was also noted that the pneumatic-tired roller is being used for the initial break-down rolling contrary to the specifications. It is felt that while this procedure is satisfactory when properly controlled and does result in a higher relative compaction with less compactive effort, such changes in the specifications should be fully documented. In this case it would appear the State has, by requiring the contractor to perform the work contrary to specifications, relieved him of all responsibility in regards to the relative compaction requirements. The tandem roller was found to be an 8 to 12 ton Ingram with 54 inch wide rolls as specified.

Project test records indicated that the temperature of the mix varies between 305 deg F. and 315 deg F. at the plant and between 275 deg F. and 295 deg. F. on the road. However, it was found that the street man was not equipped with a thermometer for checking the temperature of the mixture on the roadway. Since this temperature vitally affects compaction procedures and results, it is considered advisable to closely control the temperature of the mix on the road to obtain the desired relative compaction without excessive density defferential and compactive effort.

Specifications

The specifications for this project require that the rolling be continued until the asphaltic concrete has been compressed to a density of not less than 92 percent of the density obtained on a core or cut sample of the field-compacted asphaltic concrete by means of the Highway Department's standard laboratory procedure for the compacting of design mixes of asphaltic concrete. This requirement has been substantially complied with as indicated on the attached laboratory report on samples of asphaltic concrete cores tested and listed as BPR Record Samples.

Under the State's present procedure a core is cut only after final rolling with the time between laydown and coring quite varied dependent upon the availability of the core machine. In addition the transportation time to the Central Laboratory plus testing time and volume of work at the laboratory all contribute to the time lag between laydown and known results. This time lag

(more)

can be as great as two weeks or in the case of this project a total of ten days was required between the date the cores were received at the laboratory and the date the results were reported. As a net result the engineer and the contractor are left in the position of only hoping that the specified minimum compaction has been met with the engineer quite reluctant to require additional rolling without more concrete evidence than mere observation.

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

BPR RECORD SAMPLE

Project	Mohawk Rd. - High Banks Rd.			Prefix No.	120-1012
Highway	Eugene - Springfield			County	Lane
Contractor	Wildish Const. Co.	Contract No.	6522	F. A. Project No.	F-330(4)
Submitted by	Ken Parks			Date Reported	Sept. 27, 196

REPORT ON SAMPLE OF A/C CORES

Source of material			
Sampled or inspected at			
To be used		Date received	Sept. 17, 196
Sampled or inspected by	Parks	Quantity represented	

TEST RESULTS

Laboratory No.	746968	746970
Data Sheet No.	569-I	570-I
Kind of mix	B Top	B Top
Station	325+75 EB	325+75 EB
	Rt. 6' ℄	Left 3' ℄
% relative comp.	96.2	97.4
% voids after "	8.7	9.5
Thickness	2.5" +1.0	2.5" +1.0

Lab. No.	746969	746971
Kind of mix	B Base	B Base
% relative comp.	97.1	98.7
% voids after "	7.2	8.8
Thickness	1.1" -0.9	1.4" -0.6
	+0.1	+0.4

Material as represented by this sample (does) (does not) comply with specifications.

TEST REPORT DISTRIBUTION:

- X Bureau of Public Roads
- 2 X Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- X Division Engineer — Chandler
- X Resident Engineer — Worth
- Dist. Maint. Supt.
- Foreman
- X Files
- X Basil
- X Val Cleave

Engineer of Materials

Form 5-65-1125-1-65

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

BPR RECORD SAMPLE

Project	Mohawk Rd. - High Banks Rd.			Prefix No.	120-1012
Highway	Eugene - Springfield			County	Lane
Contractor	Wildish Const. Co.	Contract No.	6522	F. A. Project No.	F-330(4)
Submitted by	Ken Parks			Date Reported	Sept. 27, 1965

REPORT ON SAMPLE OF A/C CORES

Source of material

Sampled or inspected at

To be used — Date received Sept. 17, 1965

Sampled or inspected by Parks — Quantity represented

TEST RESULTS

Laboratory No.	746960	746962	746964	746966
Data Sheet No.	565-I	566-I	567-I	568-I
Kind of mix	B Top	B Top	B Top	B Top
Station	279 EB	279 EB	306 EB	306 EB
	Rt. 7' ℄	Left 5' ℄	Rt. 6' ℄	Left 4' ℄
% relative comp.	95.1	90.8	96.0	95.2
% voids after "	10.7	9.9	10.7	10.7
Thickness	1.5" ✓	1.6" +0.1	1.9" +0.4	2.1" +0.6

Lab. No.	746961	746963	746965	746967
% relative comp.	95.8	96.6	96.5	96.2
% voids after "	5.6	6.4	9.2	7.2
Thickness	1.9" -0.1	1.3" -0.7	1.7" -0.3	2.2" +0.2
Kind of mix	B Base	B Base	B Base	B Base
	-0.1	-0.6	+0.1	+0.8

Material as represented by this sample (does) (does not) comply with specifications.

TEST REPORT DISTRIBUTION:

- X Bureau of Public Roads
- X Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- X Division Engineer — Chandler
- X Resident Engineer — Worth
- Dist. Maint. Supt.
- Foreman
- X File
- X Beal
- X Van Cleave

C. A. Wheeler
Engineer of Materials

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NOV 12 1965

FOR FILING

F-22c(4)

6522

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 9, 1965

SUBJECT: Mohawk Rd.-Highbanks Rd. Section
Contract No. 6522
Engineering Costs

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

There are several reasons for the excessive overrun in engineering costs on this project which could be considered valid.

At first glance, it would appear the size of Mr. Worth's crew was considerably greater than normally required on this size project, and despite several orders to cut engineering costs, there is no indication of a reduction in personnel until after the project was substantially completed in the latter part of September. During the life of this contract, however, this crew worked on fifteen different location projects and there is no indication that all personnel were "living" off of this project. An analysis of this amount of engineering for this project points out the necessity for a review of our present policy of allotting engineering funds at a set percentage of the contract bid amount in view of the increase in costs for salaries and inspection required in the last fourteen years.

The engineering on this project amounted to $32,087.85. The time allotted this project was 289 days of 8.5 months. This would average $3,775 or 11.7 per cent of the total per month. With a 10-man crew, the estimated minimum required on this type of project, the salary costs alone would amount to between $4,588 to $5,660 per month. Percentage wise this would be between 14.3 to 17.6 per cent. For 8.5 months, the salary costs alone would amount to between 122 to 150 per cent of that allotted. This is based on a crew composed of the following personnel:

No.	Class	Working Title	Salary Range Per month		
1	C. E. III	Resident Engineer	$ 715	-	$ 915
2	C. E. I	Transitman - Draftsman	1,100	-	1,310
1	Tech II	Inspector	525	-	625
2	Tech I	Head Chainman - Compaction Testing, Plant Inspector, etc.	880	-	1,050
4	Engr. Aids	Chainman & Materials Checkers	1,368	-	1,760
		Totals	$4,588	-	$5,660

This does not include any overtime, equipment rental or cost of supplies.

The grading on this project was done under separate contract which was completed in July, 1963. Due to changes in design standards which required widening of all fills, the job had to be completely re-slope staked which normally would not have been required. An attempt was made to keep this to a minimum by utilizing old slope catches and using odd slopes. This was later revised to standard slopes requiring additional slope staking and extension of culverts. Changes in alignment and additions to interchange legs were also added after the contract was awarded. All of this required approximately 30 to 35 per cent of the engineering funds.

The prime contractor did not pursue the work in a continuous manner. Due to the amount of other work under contract, he often would only work part of a week on this project in order to be able to take care of his other work. His methods of operation, particularly the placing of stone base, required twice the number of inspection and checking personnel as he was hauling from two different sources. None of this tends to aid in reducing engineering costs.

Due to increased labor and inspection costs, and additional staking due to revised standards, an overrun of between 152 to 180 per cent of the allotted engineering could reasonably be expected on this project. Additional cost s due to the manner in which the contractor performed the work would be expected to increase this an undetermined amount and the amount of overrun is therefore considered unavoidable.

F. D. Morgan
Construction Engineer

MDG:fp

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NOV 10 1965
OFFICE OF
STATE HIGHWAY ENGINEER

SUMMARY OF CONSTRUCTION ENGINEERING COSTS

Geary Worth

1957-1965

Contract Number	Job	Year	Type	Project Authorization	Engineering Authorization	Engr. Spent	Percent
5074	E. Unit Knowles Creek	57-58	Gr.-Str.	414,860	29,501	35,993	122
5217	Knowles Creek Tunnel	58	Curbs	7,366	523	842	161
5420	Richardson-Siuslaw River	59	Base-Oil	210,945	15,000	15,369	102
5445	W. Unit, Siuslaw Riv.-Walton	59-69	G-P-Str.	542,775	38,597	39,473	102
5643	" " " " "	60-61	Base-Oil	98,431	9,132	11,768	129
6062	Glenwood	62	Pave	22,409	1,594	2,266	142
6127	Cresswell	62	Gr.-Pave	17,404	1,238	1,862	150
6148	Willamette Riv.-Coburg Rd.	62-63	Grade	666,457	47,393	51,886	109
6391	Cottage Grove-Divide	64	Ldscp.	28,165	2,003	2,662	133
6458	Cresswell	64	Gr.-Pave	13,975	994	2,365	238
6472	Salt Cr.-Tunnell-Odell Maint. Sta.	64	Gr.-Pave	269,357	22,965	29,586	129
6522	Mohawk Rd.-Highbanks Rd.	64-65	Gr.-Pave Str.-Sign	451,235	32,088*	58,740*	183
			Totals	2,743,389	201,028	252,812	126

* Job 98% complete. Est.-completion October 7, 1965.
Engineering as of 10-1-65.

FORM C-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Mohawk Road - Highbanks Rd.		WEEK ENDING: October 31, 1965
		SECTION PREFIX: 120-1012
HIGHWAY: Eugene - Springfield		COUNTY: Lane
NAME OF JOB: Mohawk Road - Highbanks Road	KIND OF WORK: Grading, Paving, Structures & Signing	
CONTRACTOR: Wildish Construction Co.	CONTRACT NUMBER: 6522	FEDERAL AID PROJECT NUMBER: F-330 (4)
DATE OF CONTRACT: December 15, 1964	DATE WORK STARTED: February 4, 1965	ESTIMATED COMPLETION DATE: October 9, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
PROJECT AUTHORIZATION: $451,335.47	SPECIFIED COMPLETION DATE: September 30, 1965	PERCENT OF TIME ELAPSED: 103
EXCLUSIVE OF ENGINEERING: $419,147.62	ENGINEERING AUTHORIZATION: $32,087.85	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $384,574.19	ENGINEERING COST TO DATE: $60,760.36	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 9.18%	PERCENT OF AUTHORIZATION: 189 %	DATE PROJECT WAS COMPLETED: Oct. 9, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
100	100	100	100	100			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.16	1.16			1.16
MILES PARTIALLY COMPLETED					
MILES COMPLETED	1.16	1.16			1.16
TOTAL ESTIMATED QUANTITIES (CONTRACT)	8,000 cy	72,440 ton			18,200 ton
TOTAL QUANTITIES CORRECTED TO DATE	13,281 cy	74,294 ton			16,915 ton
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	13,281 cy	74,294 ton			16,915 ton
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	completed				completed
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	9066 E/B	9066 W/B						
PERCENT	100	100						

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Overcast			Routing
MONDAY	Overcast			Morgan, Decker, Peace, Morelock
TUESDAY	Overcast			Bond, Barbee, Trout, Scott
WEDNESDAY	Showers			Walker, Glenn, Wills, Litchfield
THURSDAY	Overcast			Swan, Olson
FRIDAY	Overcast			BEN GIFFORD
SATURDAY				

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NOV 1 1965
CONSTRUCTION
DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	Sub-contractor on signs replaced rejected sign posts Saturday.
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Project completed. Semi-final almost ready for submission; but are awaiting results on some liquid asphalt tests and tests on guardrail from Salem.

This may be the last weekly report on this project.

SIGNED Gerard N. Worth LOCATION 2141 E. 15th Ave.
Eugene, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
JAN 4 - 1966
FORM C-1532 (OCT) 9-64
FOR FILING
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIESLEY, MEMBER
WASCO
DAVID B. SIMPSON MEMBER
PORTLAND

F-330(4)

6522

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 19, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 9, 1965 on Contract No. 6522, Mohawk Road - High Banks Road Section, in Lane County, in connection with Federal-Aid Project No. F-330(4).

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: December 22, 1965

Conditions noted on above date:

This project has been inspected and no unsatisfactory physical features were noted which will prevent acceptance of project.

RECEIVED
JAN 4 1966
OFFICE OF
STATE HIGHWAY ENGINEER

A. W. Parsons
Division Engineer

By: G. R. Brooks
District Engineer

REFERRED TO

By Asst. State Hwy. Engr.

1-4-66

RECEIVED
JUL 28 1965

FOR FILING

F-330(4)

6522

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1965

SUBJECT: Weekly Report
Mohawk Rd.-Highbanks Road
Contract No. 6522

To:
Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to the weekly report on subject project and attached sketch showing relationship of engineering costs to production on project.

This relationship is getting out of hand. Report shows 137% for engineering cost to date against 66% for contract completed. Mr. Worth must have too many people on his crew or is incapable of economic direction.

Take steps to correct this. May require a little blood to accomplish.

F. D. Morgan
Construction Engineer

FDM:fp
cc F. B. Klaboe

ACTED
F. B. KLABOE

RECEIVED
JUL 27 1965
OFFICE OF
STATE HIGHWAY

RECEIVED
MAY 18 1965
FOR FILING

Form E-205—62M

STATE [illegible]
OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Conformity and Recommendation of Approval
Date May 17, 1965
[illegible] State Engineer

U.S. Bureau of Public Roads

Project Name Mohawk Road-Highbanks Road
Highway Eugene-Springfield
County Lane
Contractor Wildish Construction Co.
Address P. O. Box 1106, Eugene, Oregon

Date April 26, 1965
Contract No. 6522
Prefix 120-1012
F. A. Project No. F-330(4)
Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Clear and grub areas for waste disposal. Excavate, haul and dispose of existing spoils piles not shown in contract quantities or on plans. Shape and dress up old foundations and unsightly areas outside of staked grading lines but within Mohawk Road Interchange R/W and correct drainage problems incurred by design of temporary connections.

Equipment rental rates shall be in accordance with State-AGC agreement and percentage allowable to the contractor in accordance with the special provisions of this contract.

Location by station numbers:

Throughout project but particularly throughout west end of project, Stations 265+92 thru 298+00.

Estimate of quantities and cost:

Labor	$1,000.00
Equipment	2,000.00
Materials	100.00
Contractor's percentage	465.00
Total	$3,565.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work omitted from contract and plans with no indication that it would be required. This work has not been started.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$451,235.47
Present estimate of project cost, including $3,565.00 for work under this order	$451,235.47
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ Geary H. Worth — Resident Engineer

Approval Recommended: /s/ G. L. Decker Asst. — Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II Asst. — Division Engineer

Approved /s/ L. H. Young — Deputy State Highway Engineer or Assistant State Highway Engineer or Office Engineer.

State Printing

orig & 4 yellow 5-18-65

FORM E-20 SOM 11-61 40830

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 3, 1965

To: F. D. Morgan
Construction Engineer
Salem, Oregon

SUBJECT: Extra Work Order No. 2
Mohawk Road-Highbanks Road
Eugene-Springfield Highway
Contract No. 6522
Lane County

CONSTRUCTION DIVISION
RECEIVED
MAY 4 1965
NOTED-☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Enclosed herewith is Order for Extra Work No. 2 on the subject project in the amount of $3,565. This Extra Work Order is to cover the cost of removing excess material deposited at the Mohawk Road and other miscellaneous work in this immediate area as outlined in Geary Worth's letter which is attached.

The 1400 cubic yards of material was wasted on this project from the Laura Street-Mohawk Road Section and was not included on the subject project to be used or disposed of. In addition to this material there is also approximately 670 cubic yards of sawdust and tailings left of Station 265+50 which was left from the grading project of this section. It was apparently felt that this material cannot be used and should be disposed of. The last item is 574 cubic yards of material which has been left adjacent to a drain ditch, within our right of way, constructed by the County in doing some drainage work in this area. The pipes which were installed by the County will possibly require two end sections if the County cannot be required to install them.

In addition to removing these spil piles, this extra work order is to cover the equipment and labor necessary to do minor landscaping outside the fill area in order to bring it to a neat and reasonable condition. Your approval is recommended.

John Quiner II

John Quiner II
ASS'T. DIVISION ENGINEER

JQII:lf
Attach.

FORM E-1330 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
2141 STATE HIGHWAY DEPARTMENT, Oregon
APRIL 20, 1965

L.R. Chandler, Division Engineer
Oregon State Highway Dept
Roseburg, Oregon.

Extra Work Order #2
Mohawk Road - Highbanks Road Section
Eugene - Springfield Highway
Contract 6522

Enclosed please find Order for Extra Work #2 (6 copies) on the above subject section.

I solicited quotations from Wildish Construction Co., the Prime Contractor for this work to be done by Price Agreement but received prices well above those considered reasonable by Mr. Chandler, Mr. Mayfield and me.

Wildish wanted $1,330.00 to dispose of the spoils pile on center line occasioned by disposal of waste from Laura Street-Mohawk Road Section. This material was in the magnitude of around 1400 c.y.

Wildish wanted $2.00/c.y. to move and distribute the estimated 670 c.y. of sawdust and tailings stockpiled left of Sta. 269 + 50.

The 574 c.y. of ditch spoils adjacent would have a quote similar to the first quote if we do not succeed in persuading the county to move it for their use.

Two End Sections may be required for the 42" pipe at Sta. 268 + 40 if the County does not provide them. The pipe permit under which this pipe was installed is not very clear about who is to do this work.

At the site of the future Mohawk Road connection where the temporary connection at grade is made there are old fences, trees and stumps, concrete foundations and trash creating an unsightly mess not at all in keeping with our present roadway standards. This will require miscellaneous work, not to landscape it but just to put it in a neat, reasonable condition. The drainage in this area is very tight with some of it adverse, so some minor alterations in present plans may be necessary. It is anticipated that the figure of $ 3,565.00 is necessary to put this end of the job in shape comparable to adjacent sections.

Geary H. Worth
Resident Engineer

GHW:k
Encl.

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APR 3 1 1965

FORM E-80 REV 7-64 SP*6228-724

6522

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 16, 1965

SUBJECT: Mohawk Road-Highbanks
Contract No. 6522

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Reply is made to your letter of April 13, 1965 regarding engineering costs on subject project. Attached is a report received from Mr. John Quiner II, Assistant Division Engineer, regarding amount of engineering work performed under date of April 9, 1965 in answer to my letter of April 7, 1965, copies of both are attached.

Restaking of entire project before contractor could start work is reason for large percentage of engineering expended.

I am, by copy of this letter, again requesting that all possible action be taken to keep engineering costs to a minimum.

NOTED
F. B. KLABOE

F. D. Morgan
Construction Engineer

FDM:fp
Attach.
cc L. R. Chandler

RECEIVED
APR 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-20 REV 5-62 .....

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 9, 1965

SUBJECT: Mohawk Road-Highbank Section
Eugene-Springfield Highway
Contract No. 6522

To: F. D. Morgan
Construction Engineer
Salem, Oregon

There is only one reason for the sudden increase in the amount of engineering over the work performed on the subject project. That reason being that the original grading project had to be completely resurveyed and staked (slope stakes & blue tops) before the surfacing contractor could commence with his operations. With the widening of the fills, the drain ditches, therefore, had to be completely revised.

The resident engineer, Geary Worth has almost completed the restaking. Therefore as soon as the contractor starts to work, the amount of the contract completed and the engineer expended should come closer to equalling each other.

John Quiner II
ASS'T. DIVISION ENGINEER

JQII:lf

CONSTRUCTION DIVISION
APR 12 1965
PLACE - E
5

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APR 8 1965

FOR FILING

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6522

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1965

SUBJECT: Mohawk Rd.-Highbanks Rd. Section
Eugene-Springfield Highway
Contract No. 6522

To:

Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

Attached is a copy of the graph showing the comparison between the percentage of engineering funds expended and the percentage of contract completed on the subject contract for the week ending April 2, 1965.

The disparity between these two percentages has been steadily increasing. Immediate measures must be taken to reduce this divergence. Please advise this office of the action you propose to prevent the continuation of this disparity.

F. D. Morgan
Construction Engineer

DES:fp
Attach.
cc F. B. Klaboe

NOTED
F. B. KLABOE

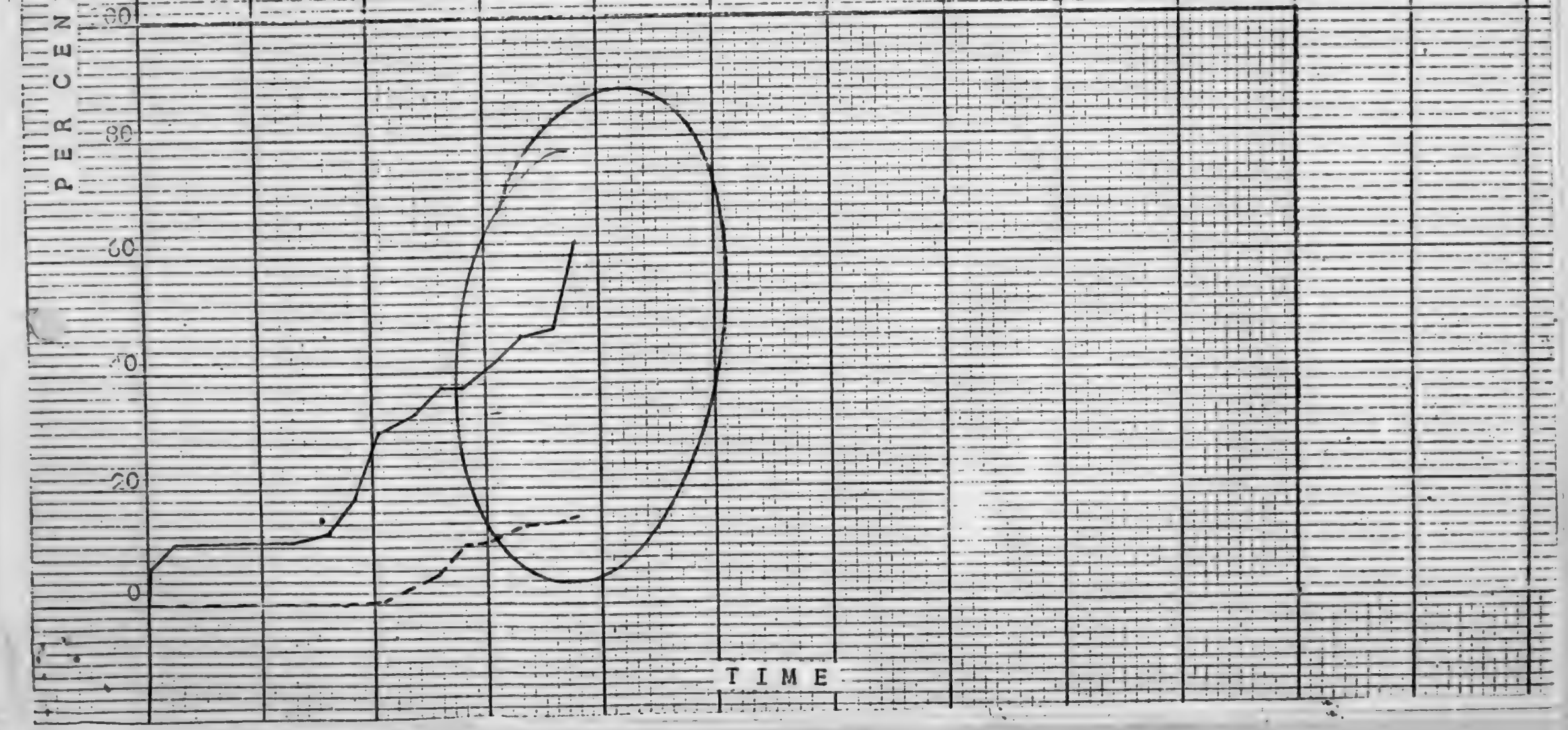
RECEIVED
APR 8 1965
OFFICE OF
HIGHWAY ENGINEER

Section Mohawk Road - Highbanks Road
Highway Eugene - Springfield
Contract No. 6522
F.A. Proj. No. F 330 (4)

For Week ending April 4, 1965

Contract Completed _ _ _ _ _ _ _ _ _ _

Engineering Expended _ _ _ _ _ _ _ _ _ _



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MAR 25 1965
FOR FILING

6522

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

March 5, 1965

A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

Oregon Project F-330(4)
Mohawk Road-Highbanks Section
Eugene-Springfield Hwy.
State Force Order No. 2

Reference is made to your letter dated February 24, 1965 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with FPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

NOTED
RICHARD SHAW

Original to Young
with attach.
3-25-65

RECEIVED
FEB 24 1965
FOR FILE

February 24, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Account No. 224-238, covering seeding and mulching on the Mohawk Road-Highbanks Road Section of the Eugene-Springfield Highway in Lane County, Contract No. 6522, in connection with Federal-aid Project No. F-330(4).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $750.00 with Federal participation of $450.00.

This work was verbally recommended for approval by the BPR Area Engineer February 17, 1965. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

GLY:mlb
Enc.

RECEIVED
MAR 2 - 1965
FOR FILING

STATE COPY

Form E-200-604

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Approved
Contingent upon authorization of project [illegible]
Date FEB 19 1965
[illegible] Dist. Engineer
U.S. Bureau of Public Roads

Project Name Mohawk Rd.-Highbanks Road Date February 10, 1965
Highway 6224 Eugene-Springfield Contract No. 6522
County Lane Prefix 120-1012
Contractor Wildish Construction Co. F. A. Project No. F-330(4)
Address PO Box 1106, Eugene, Oregon 97401 Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms or contract.

Description of work to be done:

Flagging - State Share

Location by station numbers:

Throughout the project.

Estimate of quantities and cost:

Flagging, State Share $1,000

(As provided in project authorization.)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

As stated in Contract Agreement.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$451,235.47	
Present estimate of project cost, including $1,000.00 for work under this order	$451,235.47	
Expected under-run / over-run amount	$ 0	
Expected under-run / over-run per cent	0	

Submitted by: /s/ Geary Worth
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing Copy to Young 3-2-65

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
1-51		Oregon
PROJECT REPORT NO.	FEDERAL-AID PROJECT AGREEMENT (PPM 21-7)	COUNTY
6522 7	1/14/65	Lane
		PROJECT NO. F-330(4)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

St. Rd. Mohawk Rd. E. 1.2 Mi.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH (Miles)
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	8-31-64	1.156
*OTHER (Specify)		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 437,410.00	$ 277,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd D. Stuart

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

~~A. W. Parsons~~
(Division Engineer)

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer January 14, 1965

Oregon State Highway Department

Federal Aid
Project No. F-330(4)

MOHAWK ROAD-HIGH BANKS ROAD SECTION OF THE

EUGENE-SPRINGFIELD HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1965

Type Code 6201
Roadway (Sta. 265+92.92 - Sta. 327+00) (Contract No. 6522)

Embankment in Place	5,400 cu.yds.	$ 1.00	$ 5,400.00
Finishing Roadbed and Slopes	All Required		10,000.00
Furnishing and Placing Topsoil	2,600 cu.yds.	2.50	6,500.00
60-inch Culvert Pipe	110 lin.ft.	41.00	4,510.00
Adjustment of Inlets	7 only	35.00	245.00
Metal Guard Rail	4,000 lin.ft.	2.45	9,800.00
Type 2 Barricade	330 lin.ft.	2.50	825.00
Rail End Pieces	15 only	4.50	67.50
Portable Barricade	9 only	85.00	765.00
Guide Posts, W-1	36 only	7.00	252.00
Guide Posts, Y-1	12 only	7.50	90.00
Guide Posts, Y-2	54 only	8.00	432.00
Guide Posts, Y-3	1 only	8.50	8.50
Material in Subbase	33,000 tons	1.00	33,000.00
Plant-Mix Stone Base	35,700 tons	1.85	66,045.00
3/4"-0 Material in Leveling Course	3,740 tons	1.85	6,919.00
Sprinkling	1,180 M-gal.	3.00	3,540.00
Plant-Mix Bituminous Base	7,200 tons	3.90	28,080.00
Asphalt in Bituminous Base	370 tons	32.00	11,840.00
Class "B" Asphaltic Concrete	11,000 tons	5.85	64,350.00
Asphaltic Concrete Traffic Markers, Type L	615 lin.ft.	0.75	461.25
Sign Support Footings	All Required		1,700.00
Pipe Sign Supports	All Required		2,250.00
Single Sign Supports	All Required		1,515.00
Triple Sign Supports	All Required		1,330.00
Painted Wood Sign Posts	All Required		865.00
Type "A" Signs in Place	1,134 sq.ft.	6.85	7,767.90
Type "C" and "D" Signs in Place	264 sq.ft.	3.45	910.80
Type "E" Signs in Place	31 sq.ft.	3.75	116.25
			$269,589.20
Flagging (57½% of Contractor's Cost)	All Required		$ 1,000.00
Seeding and Mulching	All Required		750.00
			$ 1,750.00

	Subtotal		$271,339.20
	10% Engr. & Cont.		27,133.80
	Subtotal		$298,473.00
Original Cost of Sign Placed on Previous Project, Sign #17	All Required		$ (414.00)
	Total		$298,059.00

Type Code X581
Southern Pacific RR & Emery Road O'xing (Br. 9066)(Sta. 297+11.58 to Sta. 299+57.42)(Contract No. 6522)

Shoring, Cribbing, etc.	All Required		$ 4,500.00
Structural Excavation	800 cu.yds.	$ 3.00	2,400.00
Structural Excavation Below Elevation Shown	50 cu.yds.	4.00	200.00
Class "A-A" Concrete (918 cu.yds.)	All Required		56,278.00
55'-60' Type III Prestressed Beams	4 only	980.00	3,920.00
60'-65' Type III Prestressed Beams	28 only	1,080.00	30,240.00
Metal Reinforcement (176,300 lbs.)	All Required		19,945.00
8-inch Metal Drain Pipe	300 lin.ft.	4.00	1,200.00
			$118,683.00
S.P. Company Protective Services	All Required		8,000.00
	Subtotal		$126,683.00
	10% Engr. & Cont.		12,668.00
	Total		$139,351.00

Length of Roadway - - - - - - - - - - - - - - -1.109 miles
Length of 1 Structure - - - - - - - - - - - - -0.047 miles
Total Length - - - - - - - - - - - - - - - - -1.156 miles
Cost of Roadway per Mile- - - - - - - - - - - -$268,763.75

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$293,059.00	$188,800.00	$109,259.00
Structure	139,351.00	88,200.00	51,151.00
	$437,410.00	$277,000.00	$160,410.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

MOHAWK ROAD-HIGH BANKS ROAD SECTION

PROJECT NO. F-330(4)

Estimated Cost of Railroad Protective Services:

Engineer Inspector	$575.00 for 7 months	$ 4,000.00
Flagmen, etc.		
1 Section Foreman	$ 21.00 per shift (8 hrs)	
2 Laborers @ $17.36	34.72 per shift	
	$ 65.72 per shift	
Travel Cost	1.20 per shift	
	$ 66.92 per shift	
30 Shifts @ $66.92 - - - - - - - - - - - - - - -		$ 2,000.00
Total Direct Labor		$ 6,000.00
Additional Charges (Vacation pay, holiday pay, etc.)(27.5)		$ 1,650.00
Accounting and Billing(5%)		382.00
Contingencies (10%)		803.00
Total		$ 8,835.00
Use		$ 8,000.00

MOHAWK ROAD-HIGH BANKS ROAD SECTION

PROJECT NO. F-330(4)

Nonparticipating Items:

30-inch Nestable Steel Culvert Pipe	200 lin.ft.	14.00	$ 2,800.00
Salvage and Stockpile Guard Rail	30 lin.ft.	1.00	30.00
Removal of Existing Sign Installation	All Required		200.00
			$ 3,030.00

RECEIVED
DEC 17 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6522

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
December 16, 1964

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Wildish Construction Co.
P. O. Box 1106
Eugene, Oregon

Gentlemen:

The State Highway Commission on December 15, 1964 awarded to you State Highway Contract No. 6522 for the following project:

Grading, paving, structure and signing on the Mohawk Road-High Banks Road Section of the Eugene-Springfield Highway in Springfield, Lane County.

This award was based on your low bid of $391,348.20 which was submitted to the Commission on December 8, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

fp

RECEIVED
DEC 2 9 1964
FOR FILING

Form CD-121
(11-63)
(Pres. by
A.O. 206-1)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

DATE: December 15, 1964

In reply refer to: 08-35.2-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project F-330(4)
Mohawk Road-Highbanks Road Section
Grading, paving and structure

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6522 to Wildish Construction Co. of Eugene, Oregon, low bidder in the amount of $391,348.20 at the December 8, 1964 bid opening.

DEC 23 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Copy to Young
12-23-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 30 1964
FOR FILING

477 Cottage St. N.E.
Salem, Oregon 97301

November 16, 1964

Mr. Torrent Cooper
State Highway Engineer
Salem, Oregon

Checked by
T. Dee
Eng. Coordinator

08-35.2-04

A. W. Parsons, Division Engineer
Salem, Oregon

By T. Dee
Engineering Coordinator

Oregon Project F-330(4)
Mohawk Road-Highbanks Road Section
Grading, Paving, Structures & Signing

Revised P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to re-advertise the project for bids. A signed copy of title sheet is returned herewith.

Sign No. 1 of the Mohawk Road Connection, to be mounted on the existing triple sign support, removes and replaces sign No. 17 being placed under project F-330(3). Since Sign No. 17 of F-330(3) and lower sign message of Sign No. 1 of this project are identical in type and dimension, and no satisfactory supporting reasons for this duplication have been presented, payment for this sign with Federal participation is not approved.

Items 19 and 22 of your proposal involve salvaging of materials for which the value thereof has not been taken into consideration in computing Federal participation in your estimate.

Mr. Young's November 12, 1964 letter indicated that non-concurrence by appropriate public recreational or historical resources authorities is not involved.

original to Young with attach
cc
11-27-64

RECEIVED
OCT 29 1964
FOR FILING

477 Cottage St. N.E.
Salem, Oregon 97301

October 19, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project F-330(4)
Mohawk Road-High Banks Rd.

In accordance with Mr. Young's October 12, 1964 request for our concurrence in the rejection of all bids on the subject project, we hereby approve of your actions as being in the best interest of the public.

NOTED
LLOYD P. SHAW

Original to Young
10-28-64

RECEIVED
NOV 24 1964
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 6522

07-330 (4)

6522

Salem, Oregon
October 15, 1964

Agenda Item 4-e

Supplemental Throughway Agreement
Mohawk Road-Highbanks Road Section
Eugene --Springfield Highway 227
City of Springfield &
Lane County

Mr. H.S. Cox
County & City Engineer
Building

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of an agreement between the State Highway Commission, Lane County and the City of Springfield pertaining to Mohawk Road-Highbanks Road section of Eugene-Springfield Highway in Lane County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Springfield and one to Lane County Court.

Secretary

EB
Attach: 1

RECEIVED
NOV 24 1964
FOR FILING

MISC. CONTRACTS and AGREEMENTS No. 121

17-330(4)
1
6522

Salem, Oregon
October 14, 1964

Agenda Item 4-i

Mr. T. W. Litchfield
Utilities Liaison Engineer
Building

Crossing Agreement with Springfield Utility Board
Mohawk Road-Highbanks Road Section
Eugene-Springfield Highway
Lane County

Attached is a partially signed copy of an agreement with the Springfield Utility Board for construction of a 30-inch diameter conduit and future structural maintenance by State in connection with the Mohawk Road-Highbanks Road Section project on the Eugene-Springfield Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Springfield Utility Board.

Secretary

FH
Attach: 1

RECEIVED
OCT 13 1964
FOR FILING

October 12, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Reference is made to our letter of September 24, 1964 requesting your concurrence in award of contract to Wildish Construction Company for the Nehalem Road-High Banks Section. On September 25, 1964 it was decided to delay consideration of the bids until the October 9, 1964 Commission Meeting.

The Highway Commission at the October 9, 1964 meeting, after considering the circumstances relative to the omission of item 3A from the low bid submitted by Wildish Construction Company, decided to reject the bid as irregular. The Commission, due to substantial difference between the rejected low bid and the second low bidder of $55,411.35, decided to reject the remaining bids received and readvertise the project.

We hereby request your concurrence in the rejection of all bids received for this project.

Very truly yours,

Forrest Cooper
State Highway Department

By

L. H. Young
Office Engineer

RNC:jb

RECEIVED
OCT 13 1964
FILING

October 12, 1964

Welch Construction Co.,
P. O. Box 1105
Eugene
Oregon

Gentlemen:

Reference is made to the bids that were opened on September 22nd for the Mohawk Road-High Banks Road Section of the Eugene-Springfield Highway in Lane County. Three bids were received in the following amounts:

Welch Construction Co.	$166,465.85
Roy L. Houck Sons' Corp.	421,876.40
McKenzie Road & Driveway Co.	423,602.75

However, the low bidder failed to include in his bid proposal a bid price for Item 3A, which is contrary to the Highway Department's letter dated September 4th to prospective bidders on this project. This letter stated "If your proposal does not include a unit bid price for bid Item 3A, your proposal will be considered as irregular and will be subject to rejection."

After careful and deliberate consideration, it is the Highway Commission's opinion that the State's best interest will be served by rejecting all bids and readvertising the project at an appropriate time.

This letter is to advise you of the Commission's action.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dg

cc's:
Roy L. Houck Sons' Corp.
McKenzie Road & Driveway Co.
Tom Brand, Attorney

C. L. Potter
Lloyd P. Shaw
Victor D. Wolfe
L. H. Young

RECEIVED
OCT 8 - 1964
FOR FILING

October 8, 1964

Oregon State Highway Commission

Gentlemen:

Construction of the Mohawk Road-Highbanks Road Section of the Eugene-Springfield Highway (Secondary Highway No. 227) crosses an existing 18-inch water main which is owned and operated by the Springfield Utility Board. The main is located on an easement held by the Board since 1951. To provide protection for the water main and to make possible its maintenance and repair without opening of roadway surfaces, it is proposed to place the main in a 30-inch diameter steel conduit.

An agreement with the Springfield Utility Board providing for construction of a 30-inch diameter conduit and future structural maintenance thereof by the State will be presented for your consideration at the October 9 Commission meeting. The agreement also provides a right of entry upon State right-of-way by the Utility to work on the 18-inch water main without opening the surface of the highway. The Utility shall perform all operational maintenance of the 30-inch diameter conduit.

The installation of the conduit is a part of the Mohawk Road-Highbanks Road project which will be considered for award at the October 9 meeting. Cost of the conduit is approximately $2,800 and will be a State obligation.

Your approval and authorization for the Secretary to sign for and on behalf of the Commission is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:ajw bbc

RECEIVED
SEP 30 1964
FOR FILING

September 30, 1964

Oregon State Highway Commission

Gentlemen:

On September 22, bids were opened on the Mohawk Road-High Banks Road Section of the Eugene-Springfield Highway in Lane County. Three bids were received:

(1)	Wildish Construction Company	$366,465.05
(2)	Roy L. Houck Sons' Corporation	421,876.40
(3)	McKenzie Road & Driveway Company	423,602.75

The Engineer's estimate was $366,435.60.

After the project was advertised and before bids were received, a contract item was added to the proposal which covered a steel pipe to encase an existing water main. The letter to the plan holders stated that if the proposal did not include a unit bid price for this added item, the proposal could be considered as irregular and subject to rejection. The low bidder, through inadvertance, failed to submit a bid on the steel pipe.

It is now discretionary with the Highway Commission as to whether to accept the proposal of the Wildish Construction Company (the low bidder) in the amount of $366,465.05, or to reject his bid and readvertise the project.

It has been determined that we can negotiate a price with the low bidder for the added item for the sum of $2,800, which, added to the amount of the low

bid, comes to $369,265.05, or $52,611.35 below the second bid.

Inasmuch as this represents a substantial saving of road user revenue, I recommend that you accept the proposal of the Wildish Construction Company on the above basis. This matter will be presented to you at the October 9 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Forrest Cooper
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

RLP:ms bbc

RECEIVED
SEP 30 1964
FOR FILING

September 30, 1964

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the October 9 Commission meeting will be a supplemental throughway agreement with the City of Springfield and Lane County pertaining to the Mohawk Road-High Banks Road Section of the Eugene-Springfield Highway No. 227.

The agreement is supplemental to the agreement entered into with the City of Springfield under date of April 13, 1962, which provided for grading work on the Tenth Street-High Banks Road Section and referred primarily to utility and traffic regulations.

This agreement provides for construction of a frontage road and interchange ramps so as to connect the throughway with existing county roads and for closure of various county roads where they presently connect to the throughway.

Upon completion of the project, the County will assume maintenance, jurisdiction, and control of the frontage road, and the State's right, title, and interest shall pass to the County.

Your approval is recommended and it is requested that the Secretary be authorized and directed to sign the agreement for and on behalf of the Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

LPS:ajw bbc

cc Floyd Query
Forrest Cooper
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox

RECEIVED
OCT 7 - 1964
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

September 30, 1964

08-35.EC

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project F-339(4)
Mohawk Road-High Banks Road Section
Grading, Paving, Structures & Signing

As requested in Mr. Young's letter of September 24, 1964 advising that all rights of way or rights of entry have been acquired for the above project and indicating that acceptance of the incomplete bid is appropriate, we will concur as of October 9, 1964 in the award of contract to Wildish Construction Company of Eugene, Oregon, low bidder in the amount of $336,465.05 at the September 22, 1964 bid opening.

The incomplete bid involved a non-participating item, 30" metable steel pipe, added to the proposal subsequent to authorization, for a utility adjustment of the Springfield Utility Board facilities which is not covered by the agreements furnished to this office. If your Commission does not award the contract due to omission of this item, you should advise this office of such action.

Furnishing topsoil as extra work also is considered to be non-participating inasmuch as this item could have been added as a bid item in Revision Letter No. 4 issued subsequent to your determination that topsoil would be needed.

The Southern Pacific Company's September 16, 1964 letter indicates approval of your design plans.

As stated in our August 31, 1964 memorandum authorizing advertising, copies of your supplemental agreement now signed by City of Springfield officials should be furnished for our approval after Commission approval.

RECEIVED
OCT 1 1964
OFFICE OF
D. V. SHAW

original to Young
10-7-64

RECEIVED
SEP 25 1964
FOR FILING

September 24,1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Reference is made to bids received September 22, 1964, for the Mohawk Road-High Banks Road Section, Project No. F-330(4).

The low bidder was Wildish Construction Company in the amount of $336,465.05; however, they had not taken note of Revision Letter No. 3 dated September 4, 1964 and bid sheet No. 1R on which had been added Item 3A for the furnishing of 30" nestable steel pipe, 200 lineal feet. This omission of Item 3A was discussed with Mr. Leonard Wildish of the Wildish Construction Company and he stated that the item was inadvertently left out of their bid.

Our Legal Department, on the basis of our right to reject proposals, waive technicalities and correct errors as set forth in our proposals, considers it fitting and proper that this omission should be considered a patent error and recommended we should interpret the same in the best interests of the State.

The bidder, Wildish Construction Company, has agreed in writing to accept Item 3A at the engineer's estimated cost of $14.00 per lineal foot or $2,800.00, per their enclosed letter of September 23, 1964. This adjustment is to be handled by price agreement.

We feel that a more favorable bid would not be received if the project was readvertised for bids at a later date and therefore, it is to the best interest to the public and the State to award the contract to the Wildish Construction Company. You will note the second bidder was $55,411.35 above the low bid.

We hereby request your concurrence in the award of contract to the Wildish Construction Company for the Mohawk Road-High Banks

Road Section, Project No. F-330(4), under the procedures described above.

All rights of way or rights of entry have been acquired.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

FHC:mb

RECEIVED
SEP 24 1964

FOR FILING

E 33.4

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1964

To: MEMORANDUM TO FILES

SUBJECT: Bids Received
Mohawk Rd.-High Banks Rd.
Eugene-Springfield Hwy.
Lane County

At the bid opening on September 22nd, bids were received on the subject-named project. The apparent low bidder was Wildish Construction Company in the amount of $336,465.05.

After the bid opening, one of the contractors contacted this office and advised that there had been an error in the Wildish Construction Company bid inasmuch as they had not taken note of Revision Letter No. 3 and Bid Sheet No. 1R on which had been added Item 3A for the furnishing of 30" nestable steel pipe, 200 lineal feet. We verified that this was the case. I then discussed the matter with Mr. Lindas of the Legal Department and on the Basis of Our Right to Reject Proposals, waive technicalities and correct errors as set forth in our proposal, it was considered fitting and proper that this should be considered a patent error and we should interpret the same in the best interests of the State.

I then called Mr. Leonard Wildish of the Wildish Construction Company and discussed the matter with him. He stated that the item had been left out inadvertently and that their work papers would support the fact that their cost for this item would be $16.29 per lineal foot. I told Mr. Wildish that in view of other contractors' feelings in the matter, I felt we could justify awarding the project to them if they would agree to take item 3A at the engineer's estimated cost of $14.00 per lineal foot or $2,800.00. This was verified by Mr. Norman Wildish in a later telephone call and he said that he would send a letter to the Highway Commission agreeing to adjust the bid price accordingly by means of a price agreement. He was advised that we would make favorable recommendation to the front office on this basis.

On Wednesday, September 23rd, Mr. Roy Houck called and asked how we were going to handle this situation. I explained to him that inasmuch as there was $55,000 difference between the bids it would not be in the public interest to award to the second bidder.

I told him we had negotiated for the addition of Item 3A to the contract at the engineer's bid price, referred him to the reference in our bid proposal regarding looking after the best interests of the State and told him that in view of the difference in bid price, we would not award to the second bidder, but as an alternate to the adjustment of the Wildish contract by the addition of Item 3A, would readvertise the project because of the size of the sum of money involved.

L. H. Young
Office Engineer

LHY:mb

cc: R. L. Porter
Lloyd Shaw
L. Lindas
F. Morgan
F. Query

RECEIVED
SEP 21 1964
FOR FILING

F 330 (4)
1
6302

CITY OF SPRINGFIELD

SPRINGFIELD, OREGON
97477

OFFICE OF THE
CITY MANAGER

September 17, 1964

Mr. Rod Porter, Deputy Engineer
State Highway Department
Salem, Oregon

Dear Mr. Porter:

This will confirm my telephone conversation with you this past Monday relative to the city's noise ordinance in connection with the contract letting for the Mohawk-Highbanks Road section of the Q Street Freeway.

At the request of a representative of the Roy Hauck Corporation, the City Council this past Monday evening authorized the extension of the waiver of the noise ordinance from 5:00 a.m. until midnight during the period of construction. It was the council's intention that this information be made available to all prospective bidders for this contemplated construction.

Very truly yours,

Frank R. Smiley
City Manager

FRS:mp

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 3 - 1964
FOR FILING

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

August 31, 1964

Original signed by
G. R. Brooks
Dist. Engineer

09-35.2-2A

A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

Oregon Project F-330(4)
Hubbard Road - High Banks Road Section
Grading, Paving, Structures & Signing

P. S. & E. documents for the subject project have been reviewed and are hereby approved subject to exceptions herein noted. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired or rights-of-entry obtained, with relocation advisory assistance provided, as indicated in Mr. Wright's August 24, 1964 report.

Your August 25, 1964 status report of preparatory work for non-reimbursable utility adjustments indicates that no delays are anticipated.

The Southern Pacific Railroad agreement was approved August 13, 1962, in conjunction with project F-330(1). You are authorized to proceed with Protective Services in connection therewith, subject to adequate explanation for need of space for future track under the Emery Road overcrossing structure. Provisions for future track space were contained in PUC Order #38495; however, minutes of this hearing or other evidence of need for the additional track space have not been submitted. This information is necessary for compliance with paragraph 16 of PPM 21-10. Submission of written evidence that the railroad has approved the design plans also is necessary prior to our concurrence in award.

An advance copy of your agreement with the City of Springfield was furnished in conjunction with Project F-330(1). We approve the agreement, traffic control measures and utility provisions therein with the understanding that a supplemental agreement will be issued. The August 28, 1964 preliminary draft of your supplemental agreement with the City and the County has been reviewed and additional traffic control measures are considered to be satisfactory. Evidence that city officials have signed the supplemental agreement should be furnished prior to our concurrence in award. Copies should be furnished for our approval and files after the agreement is executed.

Original to you with attach
9-8-64

NOTED -mre-
LLOYD P. SHAW

Mr. Young's August 27, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

The pavement type selection for this project is accepted on the basis of documentation attached to your July 22, 1964 revised "Project Base Design" sheet.

The use of the May, 1964 and August, 1964 Supplemental Standard Specifications for Metal Pipe Materials for Culverts, Siphons and Underdrains; Asphaltic Concrete Pavement, and Guide Posts are approved for this specific project.

Attachment

RECEIVED
AUG 27 1964
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-3(9)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 12, 1964

Mr. Frank R. Smiley
City Manager
City Hall
Springfield, Oregon

Dear Mr. Smiley:

Herewith a set of preliminary plans for the Mohawk Road-Highbanks Road Section of the Eugene-Springfield Highway in Springfield and Lane County.

In regard to our discussion of August 10, please note that on sheet 3 we show the City's 12" sewer line at approximate Engineer's Station 269 and on sheet 4 the existing 42" sewer line at approximate Engineer's Station 306.

Further discussed by us on August 10 was the possibility of City utilizing 10' to 15' of State right-of-way immediately north and adjacent to the City's drainage ditch along the southeasterly side of the proposed Mohawk Road Interchange. This was discussed with Mr. D. J. Barbee, Assistant Construction Engineer, and J. E. Morelock, Chief Locating Engineer, and they advised that the "B" Line of this interchange would have to be staked in the field to determine the limits of our fill slopes in relation to the right-of-way line to determine if this would be feasible. You will be notified of the decision reached on this matter.

In regard to the extension of H Street southerly and easterly of our proposed relocation, we would suggest you contact Lane County concerning participation in reconstruction of said section.

As you will recall, we also discussed the matter of the storm sewers on 2nd and 3rd Street Couplet (Springfield Highway), as to their connection to the Q Street Floodway Channel and this was mentioned to Mr. Barbee, as was your previous discussion on this matter with Mr. C. C. Gall of our Eugene office. Mr. Barbee suggested that this matter could and probably would be worked out in cooperation with Mr. Gall and the City.

Also discussed, along with other matters, was our progress on the 28th Street and Main Street Section of the McKenzie Highway. We anticipate field survey completion on August 14 and the data will then be forwarded to the Division Office in Roseburg for review. If there is no complication, this data should be in the Salem office the early part of September for final design and acquisition of right-of-way.

We appreciate your interest and cooperation in these matters and invite your inquiries on these or other matters.

Very truly yours,

H. S. Cox
County and City Engineer

By

D. W. Harwell
D. W. Harwell
Office Engineer

DWH:mm
Encl.

cc: L. P. Shaw
F. D. Morgan
L. R. Chandler
C. C. Gall

RECEIVED
AUG 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 27 1964
FOR FILING
F-33 (4)

July 24, 1964

Mr. O. K. Attig, Director
Department of Public Works
Post Office Box 3156
Eugene, Oregon

Dear Mr. Attig:

As requested in your letter of July 17, we will include a 42-inch culvert as part of the Mohawk Road-Highbanks Road Section of the Eugene-Springfield Highway.

I am asking Mr. Cox to prepare an agreement to cover installation, materials, and the method for handling reimbursement. We have assumed that the type of material of which the 42-inch culvert is constructed is of no particular interest to you, and we are leaving it as a matter of choice to the contractor as is our custom with our own drainage structures. If you find fault with this procedure, please advise me as soon as possible.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd F. Shaw
Assistant State Highway Engineer

LFS:ajw

cc Forrest Cooper
R. L. Porter
H. S. Cox

LANE COUNTY
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION
1820 ROOSEVELT BLVD. P.O. BOX 3156
TELEPHONE 343-1671
EUGENE, OREGON

July 17, 1964

Mr. Lloyd P. Shaw
Assistant Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

In regard to your letter concerning the installation of a drainage facility across the "Q" Street extension at 19th Street in Springfield, it is our opinion that a 42 inch culvert should be adequate to handle the drainage. If it is possible to have this included in the forthcoming contract, please do so.

Lane County will reimburse the State for the cost of the installation. I presume a formal agreement with estimate and location must be drawn up to have this work accomplished. If so, please have one drawn up for signature.

Thank you for your cooperation in this matter.

Sincerely,

G. K. Attig, Director
Department of Public Works

GKA/lw

RECEIVED
JUL 20 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 20 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 30 1964
FOR FILING

REVISED PAVING

MOHAWK ROAD - MCKENZIE ROAD — EUGENE-SPRINGFIELD (PA 5 LOOP) — County LANE

1.2 — 265± — 327±

425 — Traffic One Percent 9.6 — 304.8

Elevation 425± — Frost Penetration - - - -

Typical Soil

32	LL
10	PI
34	% C
72	% C
16	% Gravel
2	% Sand
10	% Sand
30	% Silt
42	% Clay
17	Group Value
	(Corrected)

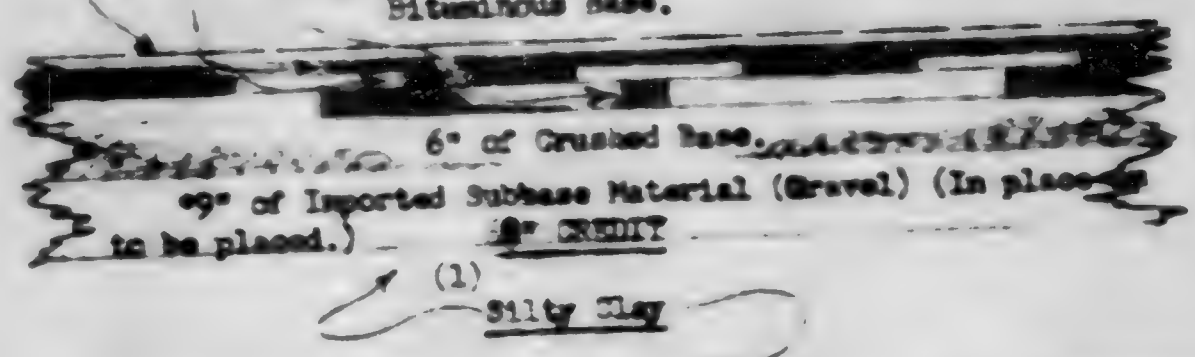
TYPICAL CLASSIFICATION:

A-6 (8)

SPECIAL PROBLEMS:

To be determined by the Engineer.

*Recommend top size of 4", 0-8% maximum pass 200 sieve, and to meet all requirements for base except gradation.


1½" of A.C. (Final).
3½" of A.C. (Immediate).
3" of Plant Mix Bituminous Base.
6" of Crushed Base.
9" of Imported Subbase Material (Gravel) (In place of 9" to be placed.)
9" CREDIT
(1)
Silty Clay

OTHER SCALES	T.C.	WEAR SURF	LEVEL	BASE	I.S.M.			
"g" Line	4.5	1½ 0-11	2	10	- - -	13½		13½

*Material placed as embankment under grading contract from about Station 285± - 327±.

NOTE:
Revised Project Base Design submitted to take advantage of the gravel subgrade by including it as part of the surfacing thickness.

	1	2	3
Date	7-22-64		
Width			
Thickness			
Area			
AC-Final	3		1½
AC-Immed.	7½		7½
Base	6		6
I.S.M.	9		9
	28½	28½	23

7-22-64

cc
L. F.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Design Engineer
Bridge Engineer
Assistant Engineer

NOTED
LLOYD P. LAW

Submitted by G. E. Hess
Staff Assistant

Recommended by [illegible]
Engineer of Materials

Recommended by L. L. Pleuler
Asst. Construction Engineer

Approved by Ralph J. Roe
Asst. State Highway Engineer

SECTION: MOHAWK ROAD-HIGHBANKS ROAD

HIGHWAY: [redacted]-SPRINGFIELD (FA 5 LOOP)

COUNTY: LANE

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 4000 (Total)

B. Future ADT 7600 (Total)

C. Mean ADT 5800 $(\frac{A+B}{2})$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 15 (AD Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 7.5% x (C) 5800 = 435

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 435 x (H) 100 % = 435

TRAFFIC COEFFICIENT = $K (I)^{0.11}$
where K = 4.664

= 9.6

SECTION: MOHAWK ROAD-HUGHBANKS ROAD

HIGHWAY: SPRINGFIELD (FA 5 LOOP)

COUNTY: LANE

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: See attached sheet

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A. C. or Oil
7. Stage Construction: Part of the design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Not a consideration
10. Stimulation of Competition: Not a consideration
11. Construction Consideration: No special problems
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a consideration
13. Traffic Safety: No unusual problems
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: See attached sheet

CONCLUSION AND REMARKS:

Two different surfacing designs were considered for this project. Present Worth Costs (P.W.C.) were computed for each design and are as follows:

5" A.C.	8" Standard R.P.C.C.
3" P.M.B.B.	2" Level Course
6" Crushed Base	6" Crushed Base
9" Imported Subbase Material	
P.W.C. - Approximately $187,300 per 4 lane mile.	P.W.C. - Approximately $190,000 per 4 lane mile.

1963 average bid prices were used.

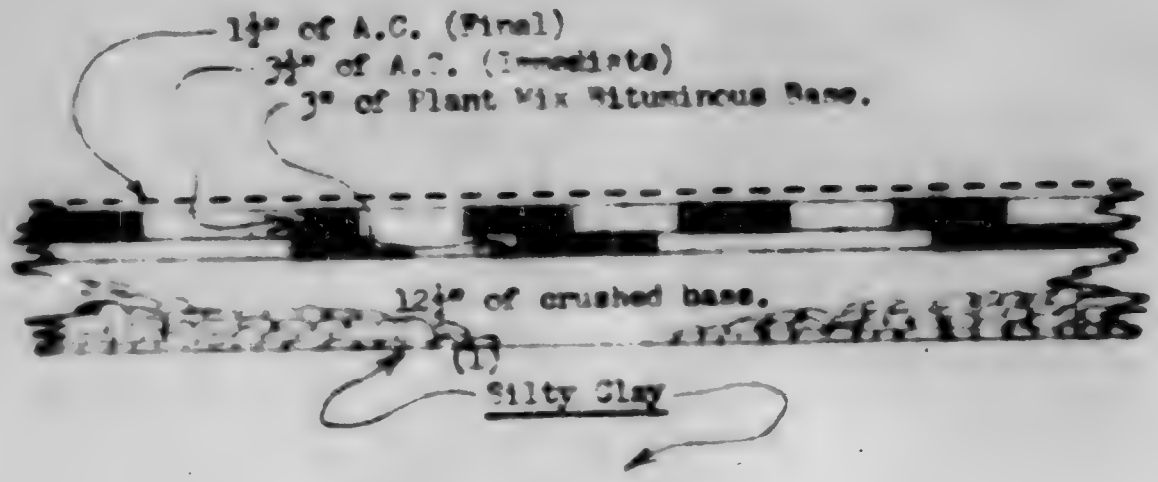
A.C. surfacing is recommended from an economic standpoint.

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

PAVING | PAVING

Section MORLEY ROAD-HIGHLAND CAL | Highway EUCLID ST.-SINGFIELD (FA 5 LOCE) | County LAKE
Length of Project 1.2 Miles. | Sta. 265± | to Sta. 327±

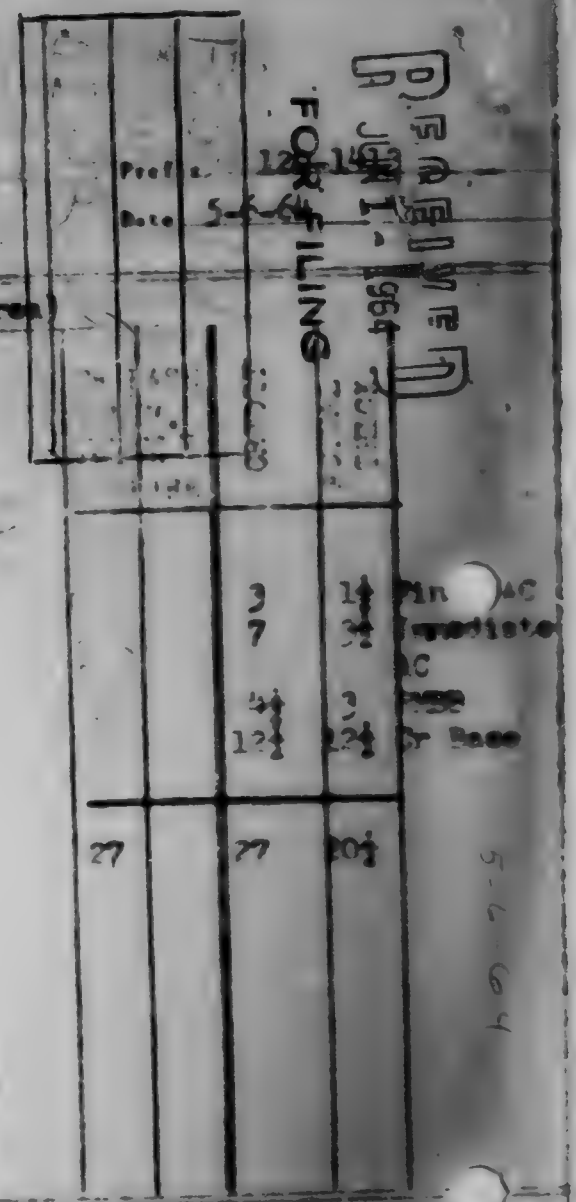
TYPICAL SECTIONS Traffic Classif. - VERY HEAVY (Logging Area)



(1)

Typical Soil	
3[illegible]	LL
10	PI
[illegible]	% P10
7[illegible]	% P200
16	% Gravel
[illegible]	% C Sand
1[illegible]	% F Sand
2[illegible]	% Silt
4[illegible]	% Clay
17	R-Value (Corrected)

Classif. - A-6 (9)



PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for:
Suitable material source to be determined by the Engineer.											

B.F.R.

cc Agcy. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
State Engineer Division
[illegible] Engineer

Submitted by R. W. Garbrough, State Geologist

Recommended by [illegible], Construction Engineer

Recommended by E. H. Martin, Engineer of Materials

Approved by [illegible], Agcy. State Highway Engineer

PAVEMENT TYPE SELECTION

PRIMARY ROAD 11 (HIGHWAY ROAD
SYSTEM OF SPECIFIED UNIT
(PAP 5 LOCF)
LANE COUNTY

Principal Factors Governing Selection

1. **Traffic Classification:** VERY HEAVY — Present ADT 4000 — 1980 ADT 7600 — % Heavy Vehicles 15
   (NOTE: Increase classification one step for heavy logging use) (Logging Area)

2. **Soils Characteristics:** See design chart attached

3. **Weather:** Frost Penetration _____ Annual PRECIPITATION 42"+

4. **Performance of Similar Pavements in Area:** Good X Fair _____ Poor _____
   Remarks: _____

5. **Cost Comparisons:** Not appropriate due to other factors

Secondary Factors Governing Selection

6. **Adjacent Existing Pavements:** Generally A.C.

7. **Stage Construction:** No problem

8. **Depressed, Surface, or Elevated Design:** Surface

9. **Conservation of Aggregates:** No problem

10. **Stimulation of Competition:** Not appropriate

11. **Construction Consideration:** No problem

12. **Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry:** Not appropriate

13. **Traffic Safety:** No problem

14. **Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes:** No problem

CONCLUSION AND REMARKS:

Due to items 4 and 6 an A.C. wearing surface has been selected.

RECEIVED
NOV 12 1963

FORM E-30 BOM 3-59 69007

FOR FILING

F 3 - (4)

6-23

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1963

SUBJECT:

To:

Mr. R. L. Porter
Deputy State Highway Engineer
Building

The Mohawk Road-Highbanks Road Section of the Eugene-Springfield Highway is 1.2 miles long. The estimate, including paving and structure, is $415,000. Applying 25% to this figure would increase it to $520,000.

F. D. Morgan
Construction Engineer

By
John R. Oakes
Program Engineer

JRO:ep

NOTED
R. L. PORTER

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NOV 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

22-1125 Market Dr.-Sodaville Rd. Sec., 1964
Santiam Hwy. (Grad. & Pav.)
#6523

ER. (27)

RECEIVED
FEB 14 1966
FOR FILING

22-1125
6523

February 11, 1966

General Insurance Company
of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6523 awarded to Morse Bros., Inc., for grading and paving on the Market Drive-Sodaville Road Section of the Santiam Highway in Linn County was completed on November 19, 1965, and accepted by the Highway Commission on February 10, 1966.

Final payment in the amount of $25,759.08 will be released to the contractor after February 18, 1966. The total contract amount is $414,745.90 including $13,309.31 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Morse Bros., Inc.
P. O. Box 266
Lebanon, Oregon

L. H Young
C. H Maison
Attn: John Herr

RECEIVED
FEB 10 1966
FOR FILING .

22-1125

6523

February 10, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed November 19, 1965, on Contract No. 6523. The contract was with Morse Bros., Inc. and was for grading and paving on the Market Drive-Cedaville Road Section of the Santiam Highway in Linn County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 10, 1966, and that you concur in this procedure at the Commission meeting on March 8.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. E. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
R. D. Asburry

bg

RECEIVED
MAR 2 - 1966
FOR FILING

22-1125
6523

January 26, 1966

Morse Bros., Inc.
P.O. Box 266
Lebanon, Oregon

#10

Gentlemen:

The State Highway Commission at its meeting on January 25, 1966, considered your request for an extension of time to complete Contract No. 6523 on the Market Drive-Sodaville Road Section of the Santiam Highway in Linn County.

After considering the recommendation of the Engineer and other available information, the Commission extended the specified completion date to October 31, 1965, without assessment of liquidated damages.

Very truly yours,

Floyd Ousry, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc R. D. Asberry
H. M. Hoover
F. D. Morgan
L. H. Young
C. H. Malsen

Form E-123X 50M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 13, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 10
January 25, 1966 meeting

Gentlemen:

Morse Bros., Inc., contractor on the Market Drive-Sodaville Road Section of the Santiam Highway in Linn County, Contract No. 6523, requests an extension of the specified completion date from September 1, 1965, for 40 workdays or to October 27, 1965.

The contract special provisions stipulated that the contractor would not be allowed access to a work area on railroad property until an agreement with the S. P. & S. Railway Company had been approved. A power line adjustment which interfered with the grading work to be done was on this railroad property, but the adjustment was completed by others prior to the time the railroad agreement was approved. A 51-calendar day extension because of the nonavailability of the railroad area is justified. A storm sewer line revision and an ordered shutdown over Labor Day weekend justify an additional nine calendar days, making a total of 60 days.

I recommend that the specified completion date be advanced to October 31, 1965. This will reduce the liquidated damages to $1,900.

This matter will be on the agenda for your consideration at the January 25 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query ✓
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

NOTED
FLOYD QUERY

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6523 Contractor Morse Bros., Inc.

Highway Santiam

Section Market Dr.-Sodaville Rd.

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED**. The reasons for such recommendation are as follows:

Recommend time be extended without liquidated damages to October 31, 1965
Contractor delayed by State as follows:

Delay due to railroad agreement	51 days
Delay due to erroneous staking	6 days
Shutdown order	3 days
Total	60 days

Recommended for Approval:

R. D. Adams
Division Engineer

for
Construction Engineer or Bridge Engineer

J. H. Gibbs
Assistant State Highway Engineer

Contract No. 6523

Project designation State (State-Federal)

Date awarded December 15, 1964

Work started March 24, 1965

Per cent completed 100% Nov. 19, 1965 (Date)

Specified Completion Date Sept. 1, 1965
~~No. of Workdays Allowed~~

Previously extended No
~~No. of Workdays Used~~

Extension requested to Oct. 31, 1965
~~No. of Added Workdays Requested~~

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date October 15, 1965

Gentlemen:

We, the undersigned, respectfully request an increase of an additional 40 workdays ~~in the number of workdays from xxxxxxx days to xxxxxxx days~~, within which to complete our Contract No. 6523, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See attached letter

Respectfully submitted,

MORSE BROS., INC.
Contractor

By F. W. Morse

CONSENT OF SURETY

Date October 18, 1965

We, The General Insurance Company of America ----------

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact

(SEAL)

Resident Agent

FORM S-00 7000 5-00 SP*0670-736

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1965

SUBJECT:

To:
Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Extension of Time
Market Drive-Sodaville Road Section
Santiam Highway
Contract No. 6523

Attached is a request from Morse Bros, Inc., contractor on the subject contract for an extension of the specified completion date from September 1, 1965 for 40 work days. This project has a specified calendar completion date and the contractor's 40 workday request would translate to a request for an extension to October 27. The contractor's request is based on delays caused by conflicts with utility company power lines and a delay in gaining access to railroad property on which work was to be done. He also cites an error by State Forces in staking a culvert.

The contract special provisions stipulated that the contractor could not have access to a work area on railroad property until an agreement with the Railroad Company was approved. This agreement was completed May 18, 1965 and the contractor started work in this area on May 19, 1965. Had this delay not occurred, the contractor could have started work March 29, 1965. This delay justifies an extension of 51 calendar days. The delay cited by the contractor with regard to conflict with utility power lines concerns an adjustment in the work area on railroad property. The necessary adjustments were completed prior to the approval of the railroad agreement and no additional extension of time is justified.

During construction, one culvert was staked to an incorrect grade and had to be salvaged and reinstalled. This work was done on the force account basis and required 6 calendar

days. This pipe was in an area which controlled the grading and therefore an extension of 6 calendar days is justified.

The contractor was issued a shutdown order for the 3 calendar days in connection with the Labor Day weekend. An extension of 3 days is justified.

The original completion date for this contract was September 1, 1965. The project was completed November 19, 1965 which is 79 calendar days over-run amounting to $7,900 in liquidated damages based on the penalty rate of $100 per day. The reasons cited above justify an extension of 60 calendar days.

We recommend that the specified completion date be extended to October 31, 1965. This will reduce the liquidated damages by $6,000 leaving $1,900 outstanding. You will note this is more than the contractor requested.

This is a State contract and does not require Bureau of Public Roads concurrence. A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:rw;nh

Attach.

cc: L. H. Young

LEBANON SAND & GRAVEL CO. - MORSE BROS.

READY MIX CONCRETE
ASPHALT PAVING

EAST GRANT STREET • PHONE 258-3111 • P. O. BOX 266
LEBANON, OREGON

October 15, 1965

H. N. Hoover
Resident Engineer
3400 Spicer Rd.
Albany, Oregon

Re: Market Driver-Sodaville Rd.
O.S.H.D. Contract #6523

Dear Sir:

Enclosed please find five (5) copies of contractors request for increase in number of workdays covering additional time to complete this project.

This time extension is requested for the reasons listed below:

Realignment of Utility Company Power Line and approval from Railroad Company to commence work	35 days
Error by State Forces in staking grade for tile which had to be removed	5 days
Total Increase Requested	40 days

Very truly yours,

MORSE BROS., INC.

F. W. Morse

F. W. Morse,
Sec.-Tres.

BB:me

Enclosure - 5

RECD

FORM E-1 REV 12-64

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Market Dr.-Sodaville Rd.

WEEK ENDING: Dec. 11 1965

SECTION PREFIX: 22-1125

HIGHWAY: Santiam

COUNTY: Linn

NAME OF JOB: Market Drive-Sodaville Road

KIND OF WORK: grading and paving

CONTRACTOR: Morse Bros. Inc.

CONTRACT NUMBER: 6523

FEDERAL AID PROJECT NUMBER: state

DATE OF CONTRACT: 12/15/64

DATE WORK STARTED: 3/24/65

ESTIMATED COMPLETION DATE: ~~9/1/65~~ Nov. 19, 1965

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN SUPERVISION:

SPECIFIED WORK DAYS

WORK DAYS USED

SPECIFIED CALENDAR DAYS

CALENDAR DAYS USED

SPECIFIED COMPLETION DATE: 9/1/65

PERCENT OF TIME ELAPSED

PROJECT AUTHORIZATION: $453,804.18

EXCLUSIVE OF ENGINEERING: $421,533.66

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $421,500

ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %

ENGINEERING AUTHORIZATION: $32,270.52

ENGINEERING COST TO DATE: $42,000

PERCENT OF AUTHORIZATION: 130 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

DATE PROJECT WAS COMPLETED: Nov. 19, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
100	100	100	100	100			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.81	1.81		1.81	1.81
MILES PARTIALLY COMPLETED					
MILES COMPLETED	1.81	1.81		1.81	1.81
TOTAL ESTIMATED QUANTITIES (CONTRACT)	18,200 cy	67,000 T		390 cy	13,500 T
TOTAL QUANTITIES CORRECTED TO DATE 16,286	~~18,200~~	~~67,000~~ 66,929		~~390~~ 0	~~13,500~~ 16,638
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	16,286	66,929		0	16,638
AVERAGE DAILY QUANTITIES	250	325			620
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK: scraper___, dozer___, roller___, blade___, water wagon___, trucks___, crusher___, broom___, distributor___, A C plant___, paver___, crane___, boom truck___

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	cldy			
TUESDAY	"			
WEDNESDAY	"			
THURSDAY	"			
FRIDAY	"			
SATURDAY				

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	No work by contractor
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

No work by contractor, contract completed Nov. 19th.

Office crew worked 3 days on S F estimate.

Semi-final estimate delivered to Division Office on Thurs.

PROJECT COMPLETE

FINAL REPORT

SIGNED S. M. Howe Res. Engr. LOCATION Albany

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
NOV 22 1965
FOR FILING
22-1125
6523

November 19, 1965

Mr. Ekrem Bunn
Executive Assistant
Executive Department
State Capitol Building
Salem, Oregon 97310

Dear Mr. Bunn:

Attached is a suggested reply to Mr. Carl Collier of Lebanon relative to the quality of the highway project just easterly of that city which has been constructed by Morse Brothers.

The project is not quite completed and I have not personally examined it; however, an inspection was made by members of this Department on November 18, which indicated no foundation for Mr. Collier's charges.

Mr. Collier is a former employee of Morse Brothers and we understand he resigned recently. We have no knowledge of why he severed connection with the contractor, but the contractor reports it was a resignation, not a dismissal.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc: R. L. Porter
F. B. Klaboe
Victor D. Wolfe
R. D. Asburry (w/att.)

RLP:ms bg

SUGGESTED REPLY FOR THE GOVERNOR'S CONSIDERATION
November 19, 1965

Mr. Carl Collier
2930 Cascade Drive
Lebanon, Oregon

Dear Mr. Collier:

I have your telegram of November 11 relative to the quality of the highway project constructed by Morse Brothers, just easterly of Lebanon.

I will see that the information furnished is brought to the attention of the Highway Commission.

RLP:ms bg

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS

DL = Day Letter

NL = Night Letter

LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA120

PR EUA201 NL PD=TDEU LEBANON ORG 11 = 1965 NOV 11 PM 10 10

GOVERNOR MATFIELD=

SALEM ORG=

:IF MORSE BROTHERS CAN SELL THE STRIP OF ASPHALT PAVING ON THE EAST END OF LEBANON OREGON TO THE STATE OF OREGON I WILL BELIEVE THEY CAN SELL ANYTHING TO THE STATE. DONT TAKE A BUMP TEST BUT A WAVE TEST THEN YOU WILL UNDERSTAND=

CARL COLLIER.

NOTED
R. L PORTER

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

NOV 12 1965

RECEIVED
NOV 22 1965

FORM 734-6470-724

FOR FILING

22-1125

6-52

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 18, 1965

SUBJECT: Pavement Ride
Market Dr.-Sodaville Rd. Section
South Santiam Highway

To:

Mr. R. L. Porter
Deputy State Highway Engineer
BUILDING

In response to the complaint by Carl Collier through the Governor's office that you asked Gerald Wimer to investigate, he and I made an inspection this date. Vic Wolfe and Hil Young did the same.

It was our considered opinion that the appearance and riding qualities of the project were good even though it had been completed late in the season when pavement is more difficult to place. There were a few areas where we noticed some minor undulations in the ride but it is questionable whether they would be noticeable to the average motorist. Generally any humps, depressions or rolls in pavement can be observed by watching the lane striping for indulations. Only one slight depression was noted when this method was used. It was our opinion that Mr. Collier's complaint was unjustified.

For your personal information, it was reported to us that Mr. Collier is a rollerman and has worked for Morse Brothers for eight or nine years. Late last year when the crew was being transferred to Roseburg from the Mid-Willamette valley area, he resigned. He is currently employed with the Corvallis Sand and Gravel Company. It was also reported that at periodic intervals he has alcoholic problems and this sometimes affects his judgement.

F. D. Morgan
Construction Engineer

By John H. Walker
Assistant Construction Engineer

JHW:GW:am:fp
cc F. B. Klaboe
R. D. Asburry
H. N. Hoover

NOTED
R. L PORTER

RECEIVED
NOV 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 8-64

RECEIVED
JUL 23 1965

COMMISSIONERS
GLENN H. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

22-1125

6523

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 22, 1965

Pacific Power and Light Company
Public Service Building
Portland, Oregon 97204

ATTENTION: Mr. R. H. Sallee

Re: Adjustment of Additional Pole
Station 912+50
Market Drive-Sodaville Road Section
S. Santiam Highway - Linn County
State Project Contract No. 6523
YOUR FILE: PD-9-OR-19

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letter of July 15, 1965, have been approved by the State. Verbal authorization to relocate this pole at State expense, as discussed in a telephone conversation between the undersigned and Mr. Namba, was given effective May 11, 1965, subject to written conformation by our Staff Attorney and Pacific Power and Light Company's estimating section.

Reimbursement for work performed subsequent to May 11, 1965 will be made subject to the provisions of FPM 30-4 and all supplements thereto upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

NOTED
F. B. KLABOE

By
T. W. Litchfield

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: F. B. Klaboe
L. H. Young (2)
C. H. Maison
R. D. Asburry
H. N. Hoover
H. C. Johnson
F. W. Sugnet

RECEIVED
JUL 27 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RAILROAD C... Form 1012
FILE No. 627

SPOKANE PORTLAND SEATTLE RY
RECEIVED
JUN 10 1965
FOR FILING
H. F. MOY.
SECRETARY
CHIEF ENGINEER
6523

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

OFFICE OF CHIEF ENGINEER

1101 N. W HOYT STREET
PORTLAND, OREGON 97207

June 8, 1965

Mr. Floyd Query
Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Sir:

I am returning to you fully executed duplicate original of agreement between the State Highway Commission and the Oregon Electric Railway Company, dated May 12, 1965, covering the reconstruction of the Market Drive-Santiam Drive section of the Santiam Highway located just easterly of Lebanon in Linn County. This matter was the subject of your letter of May 12.

Very truly yours,

H. F. Moy
Chief Engineer

WVC
Att.

Keith
to note & file
JK

NOTED
FLOYD QUERY

RECEIVED
JUN 8 - 1965

FORM E-30X—50M—1-65 SP*6416-734

FOR FILING

22-1125

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1965

SUBJECT: Market Drive-Sodaville Road Section
Santiam Highway
Contract 6523

To: Mr. F. D. Morgan
Construction Engineer
Department

The unbalancing of the percent of engineering costs with the percent of the contract completed on the subject project is due primarily to the contractor not being able to start work on the project until just recently, although the contract had been awarded some time ago.

As there was no signed agreement with the railroad company regarding this project (considerable of the work had to be done on railroad property), the contractor was not allowed to work in this area until the agreement was signed. Another factor involved is that some charges were made for the testing of the materials the contractor was producing, which have not been incorporated in the project and not shown in the percent of the contract completed.

Be assured we will hold the engineering on this and other jobs to the minimum required to get a good job and all documentation necessary.

R. D. Asburry
R. D. Asburry
Division Engineer

RDA:AM
cc F. B. Klaboe
H. M. Hoover

RECEIVED
JUN 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 3 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 2, 1965

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

Pacific Power and Light Company
Public Service Building
Portland, Oregon 97204

Attention: Mr. R. H. Sallee

Re: Power Distribution Line Adjustment
Market Drive-Sodaville Rd. Section
South Santiam Highway
Linn County
Contract No. 6523

Gentlemen:

Please refer to our letter of September 29, 1964, which listed the conflicts for subject project as it was then designed. Your Company complied with our request and adjusted its facilities in accordance therewith.

Unfortunately, the project design at the Weirich Road intersection with the Santiam Highway was changed and actually in a state of flux until finalization in February 1965. Because of said redesign, there is now a conflict between the construction requirements of the project and a power pole owned by your Company located 40 feet northerly of Highway Engineer's Centerline Station 912+50, where it is on railroad property which is under permanent easement to the State. Said pole was moved at Company's expense as it was formerly located within public road right of way.

All action taken under the police powers of the State must not be arbitrary and capricious. The requirement that utilities adjust their facilities that are located within public road right of way at their own expense, when such facilities conflict with the public use of said rights of way for road purposes, is an exercise of the police power. It is our decision that if the State were to require a second adjustment of this pole at the expense of the utility, so as to conform it with a design change by the State made within such a short time of the first adjustment, such a requirement would be arbitrary and capricious and would constitute an abuse of the police power.

It is requested that a sketch map and cost estimate for adjusting said power pole be submitted through the usual channels, complying with the requirements of Bureau of Public Roads' Policy and Procedure Memorandum No. 30-4, issued December 31, 1957, and amendments and supplements thereto, and the requirements of State's Exhibit "A", attached hereto and by reference made a part hereof. Notwithstanding any contrary provisions of said PPM and Exhibit "A", State shall reimburse the Company for its costs in making this second adjustment of subject pole.

Further information concerning construction details may be secured from the project Resident Engineer, Mr. H. N. Hoover at 3400 Spicer Road, Albany, Oregon 97321. In the event that the relocation of any of these conflicting facilities is to be within state highway right of way, the District Maintenance Superintendent for District 2-C, Mr. H. C. Johnson at P. O. Box 110, Corvallis, Oregon 97330, must be contacted concerning issuance of a permit for said relocation.

All inquiries relating to general policy and procedure requirements pertaining to the adjustment and relocation of utilities as may be required by highway construction and relocation should be addressed to the Field Utilities Liaison Engineer for that area, Mr. F. W. Sugnet at Room 405, State Highway Building, Salem, Oregon 97310.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
J. N. HERSHBERGER
Utilities & Railroad Attorney

JNH:ja
Encls.

cc: F. B. Klaboe
G. E. Rohde
F. D. Morgan
Ted Litchfield (4)
F. W. Sugnet
H. C. Johnson
H. N. Hoover
G. W. Ross
R. D. Asburry

RECEIVED
JUN 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

MAY 12 1965
FOR FILING
22-1125
6523

May 12, 1965

Oregon State Highway Commission

Gentlemen:

In connection with the construction of the Market Drive-Sodaville Road Section of the Santiam Highway in Linn County, it is necessary to enter into an agreement with the Oregon Electric Railway Company. This primarily covers a longitudinal encroachment but also serves approach road crossings which connect to county roads.

The agreement was approved by Chairman Jackson on May 11, 1965, and I ask that it have your confirmation at the June 1 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
R. D. Asburry

RLP:ms bg

FORM S-30 SOM 7-64 SP*6220-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 6, 1965

Ref # 553

SUBJECT: Weirich Road G-Xing
Railroad Construction Agreement
S.P. & S. Rwy. (Ore. Elec. Rwy. Co.)
Market Dr.-Sodaville Rd. Section
Corvallis-Lebanon Highway
Linn County

To: Mr. Fred B. Klaboe
Asst. State Highway Engineer

B u i l d i n g

L

Herewith for further handling are bluebacked duplicate originals of subject agreement, which have been approved as to legal form.

Said approval at this time is given in reliance upon information furnished to the Chief Counsel and the writer by the Utilities Liaison Engineer, Mr. Litchfield, and in recognition of the fact that further delay in redrafting this document will hold up commencement of the work by the contractor. Under these circumstances there is little choice in the matter since the changes in the agreement which may be desirable are not so vital to the document as to render its present form unacceptable.

In considering this agreement and future similar agreements, it should be pointed out that in paragraph I on page 2 there is a possibility of a lapse between construction permits issued to contractors and the issuance by Railroad of the permanent easements to State; that State's legal right of occupancy of the railroad right of way during such a lapse is not set forth; that the easement is to be granted by Great Northern Railway and Northern Pacific Railroad, the owners of Spokane, Portland and Seattle Railway, who are not even parties to the agreement, but who, by the act of their subsidiary, are presumably committed to issuance of such an easement.

Paragraph II, C, leaves much to be desired so far as control of access along a 4-lane highway is concerned, as 14 access points are provided within a project of less than 1 mile in length. It is recognized that this is a matter of policy for the engineers, relating to design safety; however, legal implications also are present in such instances.

Paragraph IV provides for approval of the plans and specifications by Linn County, which is in error. Said error arose from not striking the county from this paragraph when the crossing design was changed and Linn County was removed as a party.

Paragraph V could be made more specific in that the changes to be made should be limited to changes relating to construction affecting the railway's property and operations. It is my personal feeling that this is present in the agreement by implication, even though not specifically provided.

Paragraph VIII appears to be wholly superfluous, as its contents are covered elsewhere.

Paragraph XIII should in the future be limited by rephrasing line 3 to read ". . .physical damage, resulting in the dislocation. . .", with a time limitation.

Paragraph XV could stand some tightening up of its language to "actual costs" as provided in PPM 30-3.

Your special attention is again called to paragraph XIII, which obligates State from here on out. Mr. Litchfield assures us that there is no likelihood or foreseeability of any settlement or dislocation of the tracks because there is no relocation of the track structure. However, engineers of the Railway could find causation through malfunction of drainage, etc. If the Railway contemplates that State will pay for damage done to its facilities by highway users, we, of course, deny any such intent upon the part of the State.

J. N. HERSHBERGER
Utilities & Railroad Attorney

JNH:ja

cc: G. E. Rohde
Frank C. McKinney
T. W. Litchfield

FORM 1812

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

H. F. MOY.
SECRETARY
CHIEF ENGINEER

OFFICE OF CHIEF ENGINEER
1101 N. W HOYT STREET
PORTLAND, OREGON 97207

April 27, 1965

CONSTRUCTION DIVISION
2 [illegible] 1965

Oregon State Highway
Department
Salem, Oregon 97310

ATTENTION: Mr. T. W. Litchfield

Gentlemen:

We have made the changes requested in your letter of March 15, 1965, and three bound copies of the proposed agreement between the State of Oregon and Oregon Electric Railway Company covering the widening of approximately 2.3 miles of the Santiam Highway east of the City of Lebanon are enclosed herewith. After execution by the State, it would be appreciated if you would return two copies to me for similar action by the Railway, after which one fully executed copy will be returned for records of the State. The interim copy you may retain in your file.

Very truly yours,

H. F. Moy

Chief Engineer

WVC
Att.

FORM E-123X 50M 12-63

RECEIVED
MAY 14 1965
FOR FILING

COMMISSIONERS
GLENN D. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6523

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
May 12, 1965

Oregon Electric Railway Company
1101 N. W. Hoyt Street
Portland, Oregon 97209

ATTENTION: Mr. W. P. Garrett

Re: Acquisition of Easements
File No. 37183
Market Dr.-Sodaville Rd. Section
Santiam Highway - Linn County
Contract No. 6523

Gentlemen:

This is to advise that a reviewed appraisal has been completed for the easements we wish to acquire from the Oregon Electric Railway to accommodate the reconstruction of this section of the Santiam Highway.

The State is prepared to offer the Oregon Electric Railway Company the sum of $1,750.00 for the two parcels of land included in the description dated February 25, 1965 submitted to you with our letter of March 15, 1965.

In our recent telephone conversation we discussed changing the description so that parcel #1 of the easement will encroach no closer than 12 feet from the centerline of your tracks. We have reviewed this proposed change and find it acceptable to the State. The second, third and fourth lines of paragraph 2 of the description of parcel #1 should be changed to read as follows:

> ". . .thence Easterly in a straight line to a point opposite and 12 feet Southerly of Engineer's Station 'RR' 878+77.2 on said centerline; . . ."

When the Deed is written it is assumed you will incorporate this change in the final document.

Very truly yours,

TWL:bjm

F. D. Morgan
Construction Engineer

cc: R. L. Porter
F. B. Klaboe
G. E. Rohde
W. T. Wright
R. D. Asburry
H. N. Hoover

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
MAY 13 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 12 1965
FOR FILING

6523

Salem, Oregon
May 10, 1965

Mr. Forrest Cooper
State Highway Engineer

O F F I C E

In the interest of expediting our contract on the Market Drive-Sodaville Road Section of the Santiam Highway easterly of Lebanon, will you please secure Commission approval of the attached railroad agreement.

As you know, the proposed improvement encroaches rather extensively on Oregon Electric Railway right-of-way and it is the contractor's hope to get on the property at the earliest possible time.

I will place the matter on the June 1 agenda for confirmation.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
att.
cc Mr. Victor D. Wolfe

RECEIVED
MAR 15 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 15, 1965

Oregon Electric Railway Company
1101 N. W. Hoyt Street
Portland, Oregon 97207

ATTENTION: Mr. H. F. Moy

Re: Revised Encroachment Map and
Description of Easements and
Revisions in Proposed Agreement
Market Drive-Sodaville Road Section
Santiam Highway - Linn County
Contract No. 6523

Gentlemen:

Herewith you will find four prints of each of the following:

Encroachment map #8B-31-4 revised February, 1965.

Cross-sections #8B-31-4 revised February, 1965.

Vicinity map and profile #8B-31-1 revised March 15, 1965.

Description of easements for File #37183 dated February, 1965.

Sheet 4 of the construction plans revised February 19, 1965.

All changes contained in this information result from the revision of our proposed crossing of your tracks at Weirich Road. The proposed easement for the road crossing has been reduced in size and all drawings have been changed to show the crossing as revised following the inspection in the field of the site by the undersigned and your Mr. LaSalle on February 17, 1965.

We are also requesting that the proposed Agreement be revised as follows:

Page 4, paragraph 6, under "Work to be Performed by the State or its Contractor at the State's Expense" should be revised to contain the

correct Station of the proposed revised crossing of Weirich Road which appears to be between Railroad Stations 910+57.3 and 911+97.3.

Page 5, Paragraph 2, under "Work to be Performed by the Railway at the State's Expense" should be revised to contain the description of the work as stated in your revised estimate attached to your letter dated February 23, 1965.

We also should like to have the cost estimates as transmitted with your letter dated December 28, 1964, and revised by your letter dated February 23, 1965, consolidated and made a part of this Agreement as is your usual practice.

If you will make the requested changes on Sheets 4 and 5 and include the estimate as Exhibit "A" we will insert them in the duplicate counterparts of the Agreement we have in our possession and submit it to the Commission for action at their meeting scheduled for April 20, 1965.

Very truly yours,

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

encs.

cc: R. L. Porter
L. P. Shaw
L. H. Young
G. E. Rohde
C. H. Maison
R. D. Asburry
H. N. Hoover

RECEIVED
MAR 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 17 1964
FILING

GLENN L. JACKSON, CHAIRMAN
Medford
KENNETH N. FRIDLEY,
Wasco
DAVID B. SIMPSON,
Portland

FLOYD QUERY, SECRETARY
Salem

02-41-03
6523

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
December 16, 1964

FORREST COOPER
State Highway Engineer
R.L. PORTER
Deputy State Hwy. Engr.
LEONARD I. LINDAS
Chief Counsel

Morse Bros., Inc.
E. Grant Street
Lebanon, Oregon

Gentlemen:

The State Highway Commission on December 15, 1964, awarded to you State Highway Contract No. 6523 for the following project:

Grading and paving on Market Dr.-Sodaville Rd. Section of the Santiam Highway, Linn County.

This award was based on your low bid of $395,101.50 which was submitted to the Commission on December 8, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

fp

FORM E-122X 20M 12-63
RECEIVED
SEP 21 1964
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. [illegible]
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FOR FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 16, 1964

Oregon Electric Railway Company
1101 N. W. Hoyt Street
Portland, Oregon 97209

ATTENTION: Mr. H. F. Moy

Re: Railroad Encroachment Map, Vicinity Map and Cross-Sections
Market Drive-Sodaville Road Section
(Weldwood-Sodaville Road Section)
(Lebanon-Vail Creek Section)
Santiam Highway - Linn County

Gentlemen:

Herewith you will find four (4) prints of each of the following:

Encroachment Map #8B-31-4 dated August, 1964.
Cross-sections #8B-31-5 dated August, 1964.
Vicinity Map and Profile #8B-31-1 dated April, 1964.
Description of Easements for file #37183 dated August 11, 1964.

This information supercedes that submitted to you with our letter of May 11, 1964. As discussed at the meetings we had with you and your people on June 23 and June 29, 1964, we want to acquire an easement along your right of way from Station 874+50 to Station 998+00 for highway purposes. All of this will not be used under the present anticipated project. The easterly end of this project is at Station 927+06.66, as shown on the map submitted to you with our letter of June 25, 1964. However, we feel that we should settle the right of way matter for this entire encroachment at one time.

Access will be controlled along this highway. It is our proposal to construct approaches to the highway at the following Stations on the north side, at which points existing roads now cross your tracks:

875+40	936+00
890+04	941+22
901+40	946+45
920+70	954+30

Roads exist at the following points, but we do not plan to connect approaches at this time since they are not in use:

916+10
949+20

Approaches are located at the following highway Stations which are not included in this section and will be covered at the time our work is extended easterly:

958+45
973+80
991+35
996+65

In order to construct some of these approaches it will be necessary to encroach on railroad property farther than our proposed easement will allow. It is anticipated that you will grant the State a permit of entry to do this work.

An agreement will be necessary to accomplish this work and should be tri-party -- Railroad-Linn County-State -- and should cover the following points:

(1) Plans and specifications should be approved by the County and the railroad.

(2) Railroad should grant a permanent easement to State for the property as shown on the enclosed Drawing #8B-31-4 for construction and maintenance of the highway.

(3) The right to enter on railroad property not included in easement area should be granted to the State as necessary to complete the construction work.

(4) Provision should be made to allow the existing transmission line owned by the Pacific Power and Light Company to be moved to a position on or near the permanent easement line as shown on Drawing #8B-31-4.

(5) Railroad should agree that access from the highway to the tracks will be limited to the access points as are to be reconstructed and detailed above.

(6) The railroad, subject to reimbursement by the State, should provide watchmen and flagmen to protect our operation during construction.

(7) The railroad, subject to reimbursement by the State, should construct timber headers and install warning signs at the relocated crossing of Weirich Road.

(8) The railroad, at their own expense, should maintain their facilities after construction.

(9) State should require its contractor to provide public liability and property damage insurance.

(10) Reimbursement for all work performed by the railroad will be subject to U. S. Department of Commerce, Bureau of Public Roads, Policy and Procedure Memorandum 30-3, issued August 15, 1955, and all supplements thereto.

(11) Whatever agreement now exists between the County and the railroad for the Weirich Road crossing should be made to apply to the new grade crossing.

Please prepare the necessary agreement so that we may proceed with this project without delay. Bids for this project are tentatively scheduled to be opened on December 8, 1964.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

encs.

cc: L. P. Shaw
R. D. Asburry
L. H. Young
W. T. Wright

OFFICE

RECEIVED
JUL 7 1964
FOR FILING
22112
6222

Salem, Oregon
July 1, 1964

Mr. F. D. Morgan
Construction Engineer

Weldwood-Sodaville Road Section
Santiam Highway
Linn County

Attention: D. J. Barbee

The matter of acquiring control of access on the northerly side of the proposed project has been discussed with Mr. Porter. He is agreeable to delaying award on this contract until we can undertake negotiation.

Please provide Mr. Wright with all necessary information that he may proceed with negotiations at the earliest possible date.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

7-28 Ready for Wright Aug 1st.

RECEIVED
JUL 1 1964
FOR FILING

FORM S-30 50M 12-63 84076

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1964

To: MEMO TO THE FILES

SUBJECT: Meeting with Spokane, Portland & Seattle Railway Company
Lebanon-Vail Creek Section
Santiam Highway - Linn County

A meeting was held on June 23, 1964 in the office of Mr. H. F. Moy, Chief Engineer for the Spokane, Portland & Seattle Railway Company, concerning the encroachment on the railroad involved in the subject project. The railroad was represented by Mr. H. F. Moy and Mr. Guy LaSalle, Principal Assistant Engineer. The Highway Department was represented by Mr. G. W. Wimer, Assistant Division Engineer, and T. W. Litchfield, Utilities Liaison Engineer.

The railroad was generally acceptable to the plan as proposed. The plan as proposed included guardrail between Stations 876+50 and 881+50 separating the highway from the railroad tracks and with a distance of 15 feet from centerline of track to center of guardrail posts. Culverts under the railroad were accepted as follows:

SIZE	APPROXIMATE RAILROAD STATION NO.
30" culvert	874+20
27" culvert	897+55
27" culvert	968+60

They also stated that they were willing to grant us a permanent easement for highway right of way as well as construction easements where necessary. Mr. Moy said their management was definitely not interested in exchanging property, but preferred consideration for the easement.

They expressed concern over the Pacific Power and Light Company transmission line which presently parallels the highway within the existing highway right of way between the railroad and the highway. It will be necessary, in connection with our proposed construction, to move this line to another location. The railroad

NOTED
LLOYD P. SHAW

stated they would be absolutely unwilling to allow this line to occupy any portion of the permanent easement they would grant the State.

They have been informed by the Linn County Telephone Company, whose poles occupy the other side of the highway right of way, that they (Linn County Telephone Company) are unwilling to jointly occupy poles with the power company. However, the railroad did state that it would be acceptable to them to have the telephone company poles occupy the easement which would be adjacent to their tracks. It was brought out the railroad has communication lines occupying the poles owned by the telephone company.

They expressed willingness to meet and discuss these various problems concerning right of way and the utility moves at a future date with their right of way people, our right of way people, and with representatives of the power and telephone companies. This meeting has been arranged for 10:00 A.M., Monday, June 29, 1964, in the Conference Room of the Highway Building at which the power company, telephone company, railroad, and our people will discuss, and I hope arrive at a workable solution to this problem.

ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: L. P. Shaw
L. H. Young
R. D. Asburry
W. T. Wright
J. N. Hershberger
F. W. Sugnet

RECEIVED
JUN 26 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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APR . 1 1964
FOR FILING

3 26 64

NOTED
R. L. PORTER

Prefix No. 22-1481

ADDENDUM "B" TO LOCATION PROSPECTUS
LEBANON-VAIL CREEK SECTION
SANTIAM HIGHWAY
LINN COUNTY

This addendum is submitted to revise and correct the location prospectus on the Lebanon-Vail Creek Section.

ADDENDUM "A": Remove and destroy.

PARAGRAPH 1 THROUGH 6: Correct as per original prospectus.

PARAGRAPH 7: Delete the last sentence and replace with the following: "Backfill slopes, ditch slopes and cut slopes will be 1-1/2:1 throughout curbed sections."

PARAGRAPH 8 THROUGH 14: Correct as per original prospectus.

ATTACHMENT: Remove and destroy the Addendum "A" attachment and replace with the attachment from this addendum.

March 26, 1964
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
R. L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

NOTED
FORREST COOPER

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MAR 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

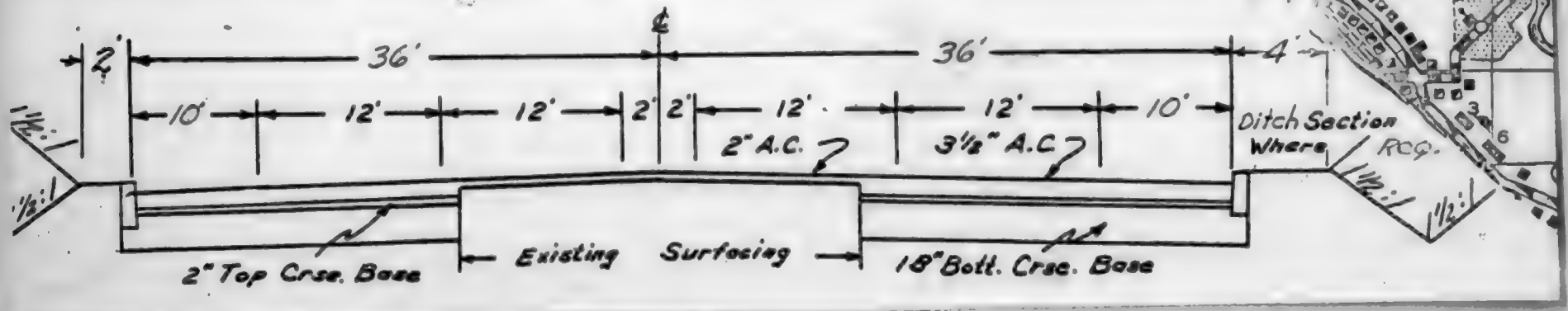
PROSPECTUS MAP
LEBANON - VAIL CREEK
SANTIAM HIGHWAY

LINN COUNTY

Scale 1" = 5000'

1964

LAKEVIEW SCHOOL
GRANGE
Fry Cr.
Mill Cr.
SPICER SCHOOL
Oak Cr.
TENNESSEE SCHOOL
FAS
20
99E
Santiam Canal
Tallman
Brewster
Whitaker
Irvinville
GORE SCH.
TALLMAN SCHOOL
HISTORICAL MARKER
MT. HOPE SCHOOL
Spring Cold Cr.
Onehor
P. CO.
GOLDEN VALLEY SCHOOL
LEBANON
Pop. 5,873
DENNY SCHOOL
LEBANON AIRPORT
RC
Ridgeway Butte
El. 1,036
Oak
BEGIN PROJECT
M.P. 14.92
END PROJECT
M.P. 18.13
Weldwood
DAM
HAMILTON CREEK SCHOOL
Peterson Butte
El. 1,430
ND RIDGE
CHOOL
RY.
FAP
2



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FEB 14 1964
FOR FILING

Prefix No. 22-1481

ADDENDUM "A" TO LOCATION PROSPECTUS
LEBANON-VAIL CREEK SECTION
SANTIAM HIGHWAY
LINN COUNTY

NOTED
R. L. PORTER

This addendum is submitted to revise and correct the location prospectus attachment on the Lebanon-Vail Creek Section.

PARAGRAPH 1 THROUGH 14: Correct as per original prospectus.

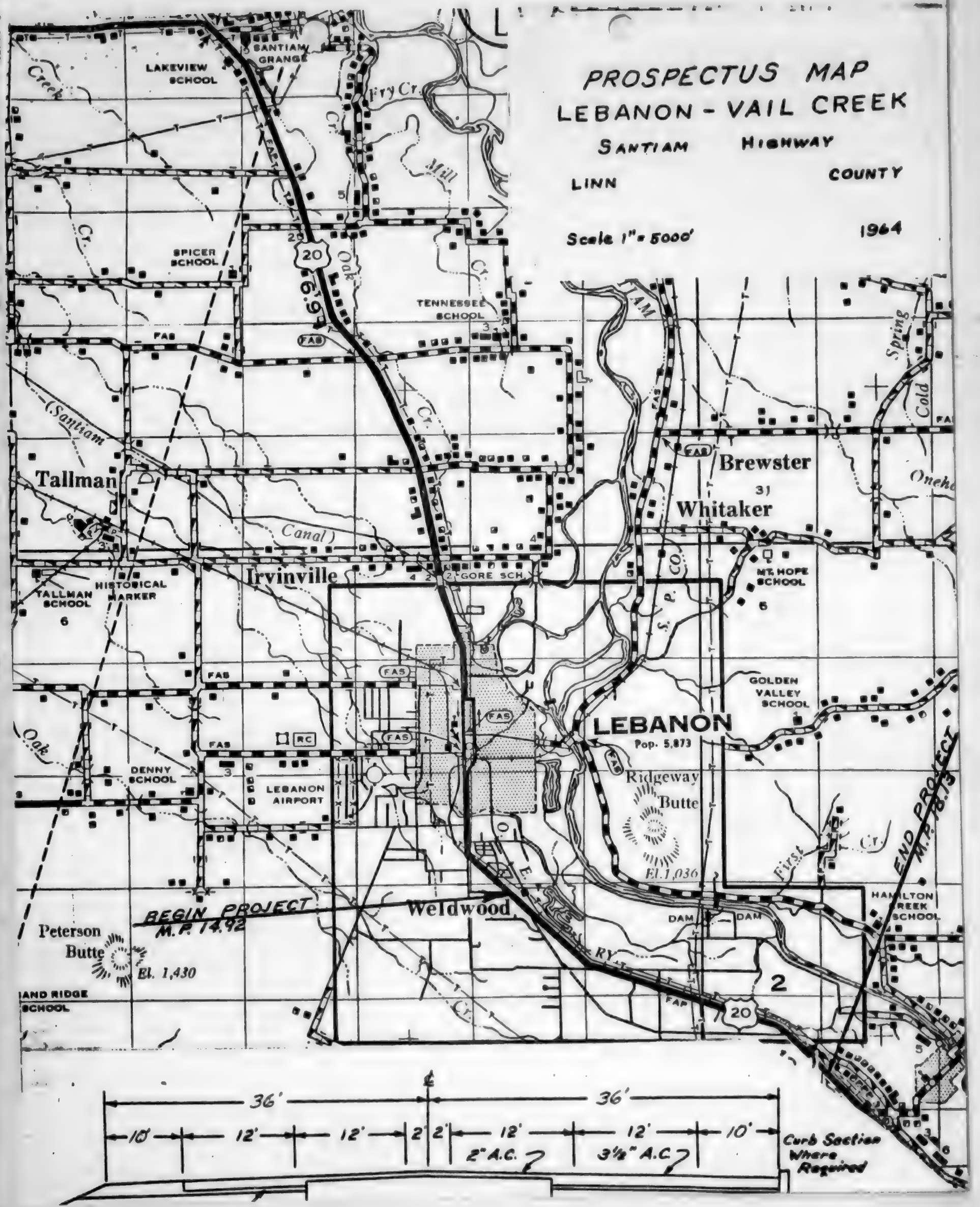
ATTACHMENT: Remove and destroy the original attachment and replace with the attachment from this addendum.

February 11, 1964
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
FEB 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

PROSPECTUS MAP
LEBANON - VAIL CREEK
SANTIAM HIGHWAY
LINN COUNTY

Scale 1" = 5000' 1964



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FEB 10 1964
FOR FILING

2-64

Prefix: 22-1481

LOCATION PROSPECTUS
LEBANON-VAIL CREEK SECTION
SANTIAM HIGHWAY
LINN COUNTY

NOTED
R. L PORTER

HIGHWAY: Santiam. State Primary No. 16, Federal-aid Primary No. 37

TERMINI: The westerly end is at M.P. 14.92 (Station 855+00) which point is the end of the present four-lane section 0.89 mile from the corporate limits of Lebanon. The easterly end is at M.P. 18.13 (Station 1024+50) which point is at Vail Creek.

LENGTH: 3.21 miles.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for widening and resurfacing along the existing centerline to four lanes. The route follows the existing facility. Reconnaissance is not necessary. Soils investigations will be conducted. An economic analysis is not needed. There is no need to tie this project to the Lambert Grid System. This is a 1964 State Construction Project.

CHARACTERISTICS: Existing ADT, 8,000; projected ADT 16,000. The rise and fall and central angle will closely approximate the existing facility of 45 feet and 51 degrees respectively.

STANDARDS: Class "A(4)" maximum grade of 0.7 per cent, maximum curvature of 3 degrees.

TYPICAL SECTION: Four-lane highway consisting of two 24-foot travel ways separated by a 4-foot median. Median areas will be widened for left-turn movements at all major intersections. Shoulders will be 10 feet; however, through areas that warrant it, there will be 10-foot parking lanes with curbs. Shoulders will be treated full width with a minimum of 1-1/2 inches of asphaltic concrete. Parking lanes will be paved full depth. Rock and ditch slopes will be 6:1.

BRIDGE: No major stream crossing. An existing 5 x 6 RCBC cattle pass at M.P. 15.72. Vail Creek at M.P. 18.13 uses a 72-inch C.M.P.

NOTED
FORREST COOPER

ACCESS: This will be a four-lane expressway type facility providing direct access to the pavement limited as to location, width and unrestricted as to land use.

BASE DESIGN: Tentative base design for construction is:

	New Work	Over Existing
Paving	3-1/2" A.C.	1-1/2"
Top Course Base	2 " Level	Extra AC allow-
Bottom Course Base	18 " Coarse Base	ance for levelling.
Total Depth	23-1/2"	

MATERIAL SOURCE: State-controlled and local sources.

ADDITIONAL FACILITIES: No railroad crossings.

AGREEMENTS: No towns or cities affected. County agreements not required. Routine utility adjustments.

STATE PARKS OR ROADSIDE REST AREAS: None affected.

February 6, 1964
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

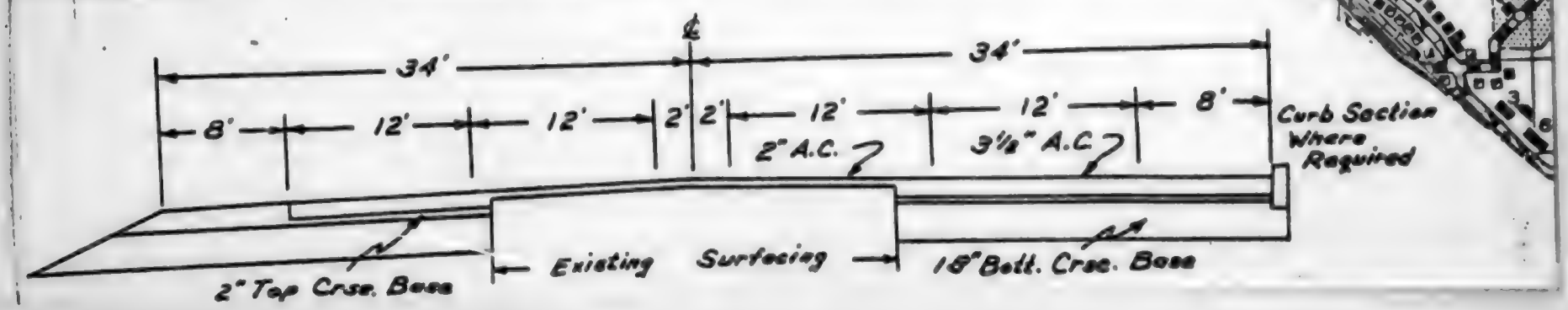
PROSPECTUS MAP
LEBANON - VAIL CREEK
SANTIAM HIGHWAY

LINN COUNTY

Scale 1" = 5000'

1964

LAKEVIEW SCHOOL
GRANGE
Creek
Cr.
Cr.
Mill
Cr.
SPICER SCHOOL
TENNESSEE SCHOOL
FAS
20
6.9
Oak
Cr.
Cr.
IAM
Spring
Cold
Santiam
Tallman
Brewster
Whitaker
Canal)
Irvinville
GORE SCH.
MT. HOPE SCHOOL
HISTORICAL MARKER
TALLMAN SCHOOL
CO.
GOLDEN VALLEY SCHOOL
LEBANON
Pop. 5,873
RC
LEBANON AIRPORT
DENNY SCHOOL
Oak
Ridgeway Butte
El. 1,036
First
Cr.
END PROJECT
M.P. 18.13
O. E.
HAMILTON CREEK SCHOOL
BEGIN PROJECT
M.P. 14.92
Weldwood
DAM
DAM
Peterson Butte
El. 1,430
RY
2
FAP
20
BAND RIDGE SCHOOL
Cr.



QR-627

25-8310 Ione-Heppner Rock Prod. Proj., 1964
Heppner Hwy.
#6524

RECEIVED
JUL 15 1965
FOR FILING

25-8310

6524

July 13, 1965

General Insurance Co. of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6524 awarded to Vernie Jarl for rock production on the Ione-Heppner Section of the Heppner Highway in Morrow County, was completed on May 7, 1965, and accepted by the Highway Commission on July 8, 1965.

Final payment in the amount of $1,680 will be released to the contractor after July 20, 1965. The total contract amount is $32,415.79 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhm
cc Vernie Jarl
P. O. Box 507
Gresham, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

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AUG 13 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
Roseburg
KENNETH N. FRIDLEY, Member
Wasco
DAVID B. SIMPSON, Member
Portland

25-8310
6524

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 8, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed May 7, 1965, on Contract No. 6524. The contract was with Vernie Jarl and was for rock production on the Ione-Heppner Section of the Heppner Highway in Morrow County.

As the contractor has completed all work according to specifications, I recommend you accept the project effective July 8, 1965, and that you concur in this procedure at the Commission meeting on July 13.

Very truly yours,

Forrest Cooper
State Highway Engineer

By R. L. Porter

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

7-13-65
Surety letter NOTED
written
C. W. HEAD

FINAL REPORT

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Iona-Heppner	WEEK ENDING: May 22, 1965	
	SECTION PREFIX: 25-8310	
HIGHWAY: Heppner	COUNTY: Morrow	
NAME OF JOB: Iona-Heppner Rock Production	KIND OF WORK: Rock Production	
CONTRACTOR: Vernie Jarl	CONTRACT NUMBER: ~~XX~~ 6524	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: December 15, 1964	DATE WORK STARTED: February 2, 1965	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK — MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS: N/A	WORK DAYS USED: N/A
	SPECIFIED CALENDAR DAYS: N/A	CALENDAR DAYS USED: N/A
PROJECT AUTHORIZATION: $37,800.00	SPECIFIED COMPLETION DATE: May 15, 1965	PERCENT OF TIME ELAPSED: N/A
EXCLUSIVE OF ENGINEERING: $35,112.00	ENGINEERING AUTHORIZATION: $2,688.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $32,415.79	ENGINEERING COST TO DATE: $2,752.34	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 92.3
ESTIMATED PERCENT ~~XXXXXX~~ UNDERRUN: 7.7 %	PERCENT OF AUTHORIZATION: 102.4 %	DATE PROJECT WAS COMPLETED: May 7, 1965

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L PROD		
					100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)			15,000 CY		
TOTAL QUANTITIES CORRECTED TO DATE			14,465.26 CY		
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			14,465.26 CY		
AVERAGE DAILY QUANTITIES			0		
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME			0		
NUMBER OF SHIFTS PER DAY			0		
HOURS PER SHIFT			0		

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Fair-Warm Windy A.M. + 75°			
TUESDAY	Partly Cloudy-Warm			
WEDNESDAY	Broken Overcast-Rain P.M. + 70°			
THURSDAY	Partly Cloudy-Windy + 65°			
FRIDAY	Broken Overcast-Warm			
SATURDAY				

MAY 26 1965

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
16 SUNDAY	No Activity
17 MONDAY	No Activity
18 TUESDAY	No Activity
19 WEDNESDAY	No Activity
20 THURSDAY	No Activity
21 FRIDAY	No Activity
22 SATURDAY	No Activity

REMARKS

Semi-final estimate was submitted to the Division Office on Thursday of this week.

Third Notification of completion date has not been submitted as contractor has yet to remove storage trailer for explosives.

SIGNED C. D. Hiatt — TITLE Inspector LOCATION Hermiston

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
DEC 17 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN, MEDFORD
KENNETH N. FRIDLEY, WASCO
DAVID S. SIMPSON, PORTLAND
FLOYD QUERRY, SECRETARY, SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 16, 1964

6524

Vernie Jarl
P. O. Box 507
Gresham, Oregon

Dear Sir:

The State Highway Commission on December 15, 1964, awarded to you State Highway Contract No. 6524 for the following project:

Ione-Heppner Rock Production Project on the Heppner Highway in Morrow County.

This award was based on your low bid of $ 33,600.00 which was submitted to the Commission on December 8, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

fp

I-5-6(57) Lombard St. Ped. O'Xing at 1964
306 Lombard Interch. on Minnesota
#6525 Fwy., Pacific Hwy., Portland

CIA
25X20

STATE COPY

Monthly transmittal number

RECEIVED
NOV 10 1965

Project report number
FOR FILING

I-5-6 (57) 306

PR-2A (Rev. 6-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

10-20-65

State: Oregon

County: Multnomah

Project number: I-5-6(57)306

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 14, 19 65, is hereby modified as follows:

6525

Revised estimated total cost of project $ 37,830.00

Revised Federal funds $ 30,956.98

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 20th day of October, 19 65.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By M Klabo

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 61120-P63

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
1-50		Oregon
PROJECT REPORT NO.	FEDERAL-AID PROJECT AGREEMENT (PPM 21-7)	COUNTY
3-76		Multnomah
		PROJECT NO. I-5-6(57)306

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 N. Lombard St. Portland

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH (Miles)
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-16-64	0.000
OTHER (Specify)		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 33,293.00	$ 30,600.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd L. Stinchfield

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XX A. H. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer January 14, 1965

Oregon State Highway Department

Federal Aid
Project No. I-5-6(57)306

LOMBARD STREET PEDESTRIAN O'XING OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 31, 1964

Type Code Y009
Lombard St. Ped. O'xing (#9344)(Sta. 196+23.95)(Contract 6525)

Shoring, Cribbing, etc.	All Required		$ 1,000.00
Structural Excavation	190 cu.yds.	$ 5.00	950.00
Structural Excavation Below Elevation Shown	25 cu.yds.	10.00	250.00
Class "A" Concrete (191 cu.yds. $80)	All Required		14,413.00
Metal Reinforcement (39,100 lbs. $0.13)	All Required		4,855.00
Metal Railing	644 lin.ft.	11.00	7,084.00
8-inch Metal Unperforated Drain Pipe	75 lin.ft.	2.00	150.00
Embankment in Place	60 cu.yds.	2.00	120.00
Trench Excavation	10 cu.yds.	8.00	80.00
Furnishing and Placing Topsoil	40 cu.yds.	6.00	240.00
8-inch Plain Concrete Storm Sewer Pipe	90 lin.ft.	2.00	180.00
Concrete Walks	150 sq.yds.	4.50	675.00
6' Chain Link Fence	90 lin.ft.	3.00	270.00
			$ 30,267.00
	10% Engr. & Cont.		3,026.00
	Total		$ 33,293.00

Length of Structure - - - - - - - - - - - -0.000 miles

Federal Funds -	$ 30,600.00
State Funds -	2,693.00
	$ 33,293.00

State Funds for Const.: Chap.175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

RECEIVED
JUN 9 - 1965
FOR FILING

June 8, 1965

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

On May 6, 1965, we wrote to you concerning release of final payment on Contract No. 6523, awarded to Lord Brothers Contractors, Inc., for structure, grading and paving on the Lombard Interchange Section of the Pacific (Minnesota Freeway) in Multnomah County.

Final payment on this contract is $5,995.75 and the total contract amount is $30,507.01, including $355.20 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Lord Brothers Contractors, Inc.
9233 N. Calvert Street
Portland, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
MAY 6 - 1965
FOR FILING

May 5, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April 15, 1965, on Contract No. 6525. The contract was with Lord Brothers Contractors, Inc. and was for Lombard Interchange Structure on the Pacific Highway (Minnesota Freeway) in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective May 5, 1965, and that you concur in this procedure at the Commission meeting on June 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan D. Merchant
L. H. Young
C. H. Maison
A. E. Johnson

5-6-65

TE:bg

RECEIVED
APR 15 1965
HIGHWAY ENG.

April 15, 1965

Oregon State Highway Commission

Gentlemen:

A slight overrun in the project authorization for the Lombard Street Pedestrian Overcrossing appears inevitable. This is Contract No. 6525 with Lord Bros. Contractors, Inc., Federal-aid Project No. I-5-6(57)306, and is over the Minnesota Freeway in Portland.

The original authorization was $34,050.37 and it now appears that the final cost will be $37,690.00 or an increase of 10.7 percent. The principal cause of the overrun is engineering expenses. In small projects of this kind, particularly where the project is somewhat complicated, it is often difficult to keep the engineering costs within 8 percent.

This matter will be on the agenda for the April 20 meeting and I recommend that you approve the increase.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
I. [illegible]. Merchant
L. H. Young
C. H. Maison
A. E. Johnson

RLP:ms fn

Prefix 626-1029 (Lombard St. Ped. Cross) Contract 6525

Analysis of Engineering Expense

	Costs To Date 3/31/65
Salaries & Wages	$ 40638
Stationery & Office Supplies	255
Hardware & Electrical Supp's	774
Rental Equipment	26040
Materials Div. charges	11522
Drafting & Design	27215
Blueprints	432
Data Processing	500
Total Engineering Costs To Date	$ 47319

1,000.00

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JAN 13 1965
FOR FILING

COMMISSIONERS
GLENN ELLICOTT, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6225

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 11, 1965

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Lombard Interchange
Contract No. 6525
Federal Aid Project No.
I-5-6(57)306

Lord Brothers Contractors, Incorporated started work on the above project on January 7, 1965.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

jm

cc: D.B. Parkes
F.A. Query
C.H. Hanson
L.N. Young

TED
FLOYD QUERY

RECEIVED
JAN 27 1965
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 6525

Salem, Oregon
December 21, 1964

Agenda Item 4-d

Supplemental Throughway Agreement
Lombard Street Pedestrian Overcrossing
Columbia Slough-N. Russell St. Sec.
Pacific Hwy. (Minnesota Freeway)
City of Portland

Mr. H. S. Cox
County & City Engineer
Building

Attention: Mr. Don Harwell
Office Engineer

Attached is a partially signed copy of a supplemental throughway agreement with the City of Portland covering the Lombard Street Pedestrian Overcrossing on Columbia Slough-N. Russell Street Section of Pacific Highway (Minnesota Freeway) in City of Portland.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and two fully executed copies have been sent to the City of Portland.

Secretary

rn
Attach: 2

RECEIVED
DEC 17 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

6525

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. RORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 16, 1964

Lord Bros. Contractors, Inc.
9233 N. Calvert Avenue
Portland 17, Oregon

Gentlemen:

The State Highway Commission on December 15, 1964 awarded to you State Highway Contract No. 6525 for the following project:

Lombard St. Pedestrian Overcrossing at Lombard Interchange on the Minnesota Freeway of the Pacific Highway in Portland, Multnomah County.

This award was based on your low bid of $ 30,267.00 which was submitted to the Commission on December 8, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

fp

RECEIVED DEC 20 1964

Form CD-T21 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

FOR FILING

Shaw

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 15, 1964

In reply refer to: 08-35.2-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-6(57)306
Lombard St. Pedestrian O'xing
Structure

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6525 to Lord Bros. Contractors, Inc. of Portland, Oregon, low bidder in the amount of $30,267.00 at the December 8, 1964 bid opening.

LLOYD M. SHAW

DEC 23 1964

STATE HIGHWAY ENGINEER

Copy to Young
12-23-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 9 - 1964
FOR FILING
I-5:6.1(87)

December 8, 1964

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the December 15 Commission meeting will be a supplemental thruway agreement with the City of Portland pertaining to the Lombard Street pedestrian overcrossing on the Columbia Slough-North Russell Street Section of the Pacific Highway (Minnesota Freeway).

This agreement provides for construction and maintenance by the State of the facility which is to be constructed over the southbound entrance ramp from North Lombard Street west of the interchange to the freeway.

The project is estimated to cost $38,800 and is to be constructed with FAI funds.

It is recommended that you approve this agreement and authorize the Secretary to sign in your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
C. H. Maison
H. S. Cox
Fred Klaboe

DNP:mm fn

RECEIVED
NOV 30 1964
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

November 16,1964

Original signed by
T. Dec
Eng. Coordinator

08-35.2-B4

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-4(37)306
Lombard St. Pedestrian O'xing Section
Structure

P. S. & E. documents for the subject project are hereby approved with the understanding that you will make any corrections found necessary upon completion of our review. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way and access rights have been obtained, with relocation advisory assistance provided, as indicated in Mr. Hoehring's November 9, 1964 report.

The November 4, 1964 final draft of your supplemental agreement with the City of Portland has been reviewed and traffic control measures are considered to be satisfactory. Evidence that city officials have signed the agreement should be furnished prior to our concurrence in award. Copies should be furnished for our approval and files after the agreement is executed.

Mr. Young's November 12, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

The use of the Standard Specifications for Highway Construction - 1964, is approved for use on this specific project.

The use of the Division I - General Requirements, Article 8-1 Subletting, dated 12-1-64, Supplemental Standard Specification is approved for use on this specific project.

The use of your Article 102-4.2 Embankment measure is approved for this specific project.

Original to Young
with attach
11-27-64

I-405-8(6) Stadium Freeway Tr. Sig. at 1964
301 S.W. 6th & S.W. Grant Sts.
#6526

RECEIVED
NOV 1 4 1966
FOR FILING
Exc-8(4) 201
6536

October 31, 1966

General Insurance Co. of America
Portland Service Office
209 S.W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6536 awarded to W.R. Grasle Company for traffic signal installation on the S.W. Broadway-Ross Island Bridge Section of the Stadium Freeway in Multnomah County was completed on March 31, 1966, and accepted by the Highway Commission on October 27, 1966.

Final payment in the amount of $1,044 will be released to the contractor after November 7, 1966. The total contract amount is $4,341 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Oxery, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc W.R. Grasle Company
437 N.W. 16th Avenue
Portland, Oregon

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
OCT 28 1966

I-405-8(.)-2C
6571

October 27, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed March 31, 1966, on Contract No. 6526. The contract was with W. R. Grunle Co. and was for traffic signal installation on the S. W. Broadway-Ross Island Bridge Section of the Stadium Freeway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 27, 1966, and that you concur in this procedure at the Commission meeting on November 22.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
L. H. Young
Ivan Merchant
C. H. Maison
A. W. Johnson

bg

RECEIVED
NOV 7 - 1966
FOR FILING

October 10, 1966

W.R. Grasle Company
437 N.W. 16th Avenue
Portland, Oregon

#18

Gentlemen:

The State Highway Commission at its meeting on October 6 considered your request for an extension of time on Contract No. 6526 on the S.W. Broadway-Ross Island Bridge Section of the Stadium Freeway in Multnomah County.

After considering the recommendation of the Engineer and other available information, the Commission granted your request for an additional 68 calendar days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
cc L. W. Rutten
Wm. Maltby
L. H. Young
Ivan Merchant
C. H. Maison
Bureau of Public Roads

RECEIVED
SEP 30 1966
FOR FILING

I-11-1-8(1)301

6526

September 29, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 18
October 6, 1966 meeting

Gentlemen:

W. R. Grasle Company, contractor on the S. W. Broadway-Ross Island Bridge section traffic signal project on the Stadium Freeway in Multnomah County, Contract 6526, has requested that he be granted an additional 68 calendar days without assessment of liquidated damages in which to complete the work.

This contract was awarded December 15, 1964, allotting 30 calendar days in which to complete the work, with a stipulation in the contract that the work site might possibly not be available for as much as 60 days. In truth, due to operations of another contractor, the site was not available for nearly 300 days. There were two stoppages thereafter, one due to weather and one due to the failure of the City of Portland to complete companion work (these signals were to be integrated into the Portland city street traffic progression).

The stop-and-go procedures necessary because of operations of other contractors, the City of Portland, and the weather resulted in an overrun of 68 days in contract time after the contractor was able to go to work. The Bureau of Public Roads has examined this situation at length and has signified concurrence in an extension of 63 days only.

We feel strongly that the contractor is entitled to the full 68 days and we so recommend to you. The award of the extra five days to the contractor will result in an assessment of $150 against the reimbursable Federal-aid portion of the project by the Bureau, but we feel the contractor is entitled to full consideration for these days.

This matter will be on the agenda for your consideration at the October 6 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison
L. W. Rulien
A. E. Johnson

TE:ja fn

E—320 (Rev.)—3M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date April 29, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of calendar workdays from 30 days to 98 days, within which to complete our Contract No. 6526, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: January 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31

February 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 16, 18, 19, 20, 23, 25, 26, 27, 28

March 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28

Please refer to W. R. Grasle Co. letter dated April 29, 1966 describing reasons we were unable to perform work on the above dates.

Respectfully submitted,

W. R. Grasle Co.
Contractor

By Loren D. Nutter
Loren D. Nutter

CONSENT OF SURETY

Date April 29, 1966

We, General Insurance Company of America, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James W Burgess
Attorney-in-fact

(SEAL)

Dodd & Co.
James W Burgess
Resident Agent

RECEIVED
MAY 2 1966
RES. ENGR.

RECEIVED
MAY 3 1966
BRIDGE DIVISION
OREGON STATE HIGHWAY DEPT.

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6526 Contractor W. R. Grasle Co.

Highway Stadium Freeway

Section S.W. Broadway - Ross Island Bridge

Kind of Work Traffic Signal Installation

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ **GRANTED.** The reasons for such recommendation are as follows:

Non-availability of the site and a stop work order changed the season for painting from Spring to Winter.

Project was functional and available when required.

Recommended for Approval:

Edward L. Hewitt
Assistant Division Engineer

Duran V. Merchant
Construction Engineer-on
Bridge Engineer

Asst. State Highway Engineer

State Printing 37880

Contract No.	6526
Project designation	I-405-8(6)301 State-Federal
Date awarded	12-15-64
Work started	9-29-65
Per cent completed	100% 5-3-66 Date
No. of ~~Workdays~~ Calendar Allowed	30
No. of ~~Workdays~~ Calendar Used	98
No. of Added Workdays Requested	68

TELEPHONE 226-6771

W. R. GRASLE CO.
ELECTRICAL CONTRACTING AND ENGINEERING
437 N. W. SIXTEENTH AVENUE
PORTLAND, OREGON 97209

April 29, 1966

RECEIVED
MAY 2 1966
REG. ENGR.

Oregon State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

Re: Contract No. 6526
Traffic Signal Installation
S. W. 6th and Grant, Portland

Atten: Mr. Charles Lobaugh
Ass't Resident Bridge Engineer

Gentlemen:

The following is submitted as a supplement to the information set forth on form E-320(Rev.) dated April 29, 1966 for "Increase in number of work days to complete construction contract" and is intended to describe the condition's affecting our ability to complete the work required within the contract limit of 30 calendar days.

1.	Date of bid	December 8, 1964
2.	Date of award	December 15, 1964
3.	Notice to proceed	September 29, 1965
4.	Start calendar day count	October 9, 1965
5.	Stop work order issued	October 31, 1965
6.	Stop work order rescinded	January 15, 1966
7.	Traffic Signals operating	February 18, 1966
8.	Intersection open to all traffic	February 18, 1966
9.	Project completion date	March 31, 1966
10.	Number of calendar days charged	98
11.	Excess calendar days used	68
12.	Requested increase in number of calendar days	68
13.	Amount of contract-including change order	$4,341.00

Our work effort and schedule were seriously affected by the delay in issuing the notice to proceed until September 29, 1965 from an anticipated date of February 15, 1965 and further by the "Stop work order" issued on October 31, 1965 for a period through January 15, 1966. Generally, the dates established by the State for performing the project work exposed us to

worsening weather conditions which certainly made phases of work, namely the painting, impossible to complete within the contract limit.

The construction work involving footing's conduit 'pole setting, traffic signals and wiring was essentially complete prior to the issuance of the stop work order with the exception of our work on the city of Portland Street lighting pole on the Sixth Avenue bridge crossing. Subsequently, the stop order was issued to cover the additional time required for the city to supply and install this particular pole, and once in place the stop order was rescinded and our contract time was started on Saturday, January 16, 1966.

We request the Highway Commission consider the completed traffic signal system was accepted by the Resident Engineer on February 18, 1966, the date the intersection opened to all traffic. Further, the signal system has operated continuously in a satisfactory manner since this date and has provided the facility intended.

The period between January 16, 1966 and the official project completion date, March 31, 1966 was the time required to complete the painting work. It is a matter of record the painting of the poles was complicated by added corrosion caused by the delay in applying the finish coats due to the late starting date as well as the period of time the stop order was in affect. With few exceptions the number of days between January 16th and March 31st were either damp, rainy, foggy or cold to the extent the inspector would not allow us to proceed with the painting. On days where the weather was approved by the inspector for painting, it was not always possible to have available the manpower on short notice when the weather was determined to be satisfactory.

We trust the information submitted will substantiate our request for an extension of the contract completion date to include the 68 days now charged.

Very truly yours,

Loren D. Nutter

Loren D. Nutter

LDN/djs
Encls.

RECEIVED
SEP 13 1966
OFFICE OF STATE HIGHWAY ENGINEER

Form CO-121
(11-63)
(Pres. Bul. A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

I-405-8(6)301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
6526

DIVISION

FROM : T. Dec, Assistant ~~District~~ Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: September 8, 1966

In reply refer to: 08-35-DA

SUBJECT: Oregon Project I-405-8(6)301
SW. Broadway - Ross Island Bridge Section
Stadium Freeway, Traffic Signals
Time Extension

Mr. Edwards' September 1, 1966 letter requested reconsideration of our July 27, 1966 decision which denied concurrence in a full time extension on the subject project.

Since we have no evidence that a written order was issued, suspending the work because of inclement weather existing subsequent to January 23, 1966 as required by Section 8.6 of the Standard Specifications, we are unable to concur in your request.

A strict interpretation of Section 8.6 of the Standard Specifications would require that liquidated damages be assessed for the entire period between January 23, 1966 and March 31, 1966 or 68 calendar days. However, in our previous determination we considered January 28, 1966 as the date of work completion since the signals were complete and operable on that date, except for a few hours' painting.

For the above reasons, we must again deny concurrence in a time extension for the period January 23, 1966 to January 28, 1966.

Copy to Merchant
Edwards
9-13-66

RECEIVED
SEP 13 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 6 - 1966
FOR FILING
I-405-8(6)301
6526

September 1, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: S.W. Broadway-Ross Island Bridge
Traffic Signal
Contract 6526
FAP No. I-405-8(6)301

Dear Sir:

I have your memo of July 27, 1966 denying concurrence in the full extension of time per our request of July 5, 1966.

The contract, originally intended to extend over a period of approximately three and one-half months, actually extended over a period of 15¼ months due entirely to conditions beyond the contractor's control. During the available construction time, the contractor's critical operation of painting was forced into winter months entirely unsuitable for such work. The conditions under which the contractor was forced to work were stated in our letters of July 5 and July 25, 1966.

The Department feels that any assessment of liquidated damages under the conditions prevalent would be entirely unfair to either the State or the contractor and requests reconsideration of the ruling in your memo to the end that the entire time extension requested can be granted.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
L. H. Young

CAG:jf ja

RECEIVED
AUG 1 1966

Form CO-121
(11-63)
(Prev. by
A.O. 206-1)

UNITED STATES GOVERNMENT

Memorandum

I-405-8(6)301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6526

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE
Salem, Oregon 97301

DATE: July 27, 1966

In reply refer to: 08-35-DA

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-405-8(6)301
S. W. Broadway-Ross Island Bridge Section
Traffic Signal
Time Extension

Mr. Edwards' July 5, 1966 and July 25, 1966 letters submitted information in support of a 68 calendar day time extension on the subject project. The 1964 standard specifications approved for use on this project do not provide for time extensions for the reasons given. However, such a strict interpretation of the specifications would result in the liquidated damages exceeding the final contract amount on this project.

We agree that the several delays were due to reasons beyond the control of the contractor; however, since the stop work order issued October 31, 1965, was rescinded January 15, 1966, it must be assumed that conditions at that time were such that a practical sequence of operations could be resumed and maintained. For the reasons given we agree that a time extension beyond the adjusted completion date of January 23, 1966 without assessment of liquidated damages is justified; however, our concurrence in such a time extension must be limited to 62 calendar days in order to account for the period between January 23, 1966 and January 28, 1966, for which a time extension is not justified on the basis of the supporting information submitted.

RECEIVED
OCT 1
OFFICE OF
STATE HIGHWAY EN

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 25 1966
FOR FILING

I-405-8(6)301

6526

July 25, 1966

4715

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: S.W. Broadway-Ross Island Bridge
Traffic Signal
Contract No. 6526
FAP No. I-405-8(6)301
Your File: 08-35-DA

Dear Sir:

Information requested by your memo of July 8 is as follows:

1. Justification for Stop Work Order: This order was issued because the City of Portland had not yet installed the light pole on which a vehicle signal was to be placed.

2. Contractor's Forces Used on Other Contracts: In delaying the start of the contract work for such a long period of time, we created conflicts in the contractor's scheduling.

The contractor judged that the work and time remaining allowed him to use his manpower elsewhere temporarily where he was also committed.

Our records, including weekly reports and record of calendar days charged, indicate that, had the entire site been available to the contractor, he could have completed the work within the required time.

3. and 4. Exclusion of Excess Time Used From Liquidated Damages: The period between January 23, 1966 and the completion of the work was excluded from assessment of liquidated damages because of generally inclement weather conditions. Although there were occasional part

days during this period that were suitable for painting, the contractor could not reasonably have a painter available on such short notice and no practical sequence of operation could be maintained.

In summary, because of several reasons beyond the contractor's control, the beginning of the work was delayed, entirely changing the nature of the work with respect to scheduling and weather conditions.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
L. H. Young

CAG:jf/TE:jwa

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: July 8, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-405-8(6)
Southwest Broadway-Ross Island Bridge Section
Time Extension

We are unable to concur in the 68 calendar day extension of the completion date on the subject project as requested by Mr. Edwards July 5, 1966 letter for the following reasons:

1. No reason or justification given for the stop-work order which was issued on October 31, 1965 and rescinded on January 15, 1966 which adjusted the completion date to January 23, 1966.

2. Intermediate Construction Inspection Report No. 4, dated October 13, 1965, indicates that no work was being performed because the contractors available work force was being used to complete work on other contracts.

3. No reason given for not assessing liquidated damages for the period between January 23, 1966 and January 28, 1966.

4. No reason given for not including time charges for the required painting performed after January 28, 1966.

This request will be given additional consideration upon receipt of satisfactory explanation of the above listed points.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 6 1966
FOR FILING
I-405-8(6) 301
6526

July 5, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: S. W. Broadway-Ross Island
Bridge Traffic Signal
Contract No. 6526
FAP No. I-405-8(6)301

Dear Sir:

This contract was awarded December 15, 1964, allotting 30 calendar days to complete the work. The work was completed March 31, 1966. The contractor requests that he be granted an additional 68 calendar days to cover the actual completion date without assessment of liquidated damages.

The contractor's reasons for this request are delays occasioned by the City of Portland in completing certain parts of the work which they were to do, a stop work order issued by the State and inclement weather which prevented completion of the painting work.

Conditions pertinent to the delays are:

Contract specifications gave an estimated site availability date of February 15, 1965. Due to operations of another contractor in the area, the site was not available to the contractor until September 29, 1965. This site availability date plus contract allotted time of 30 days and 10 days get ready time forecast a completion date of November 8, 1965. A stop work order issued October 31, 1965 and rescinded January 15, 1966 (a 76-day delay) adjusted the completion date to January 23, 1966. The signals were complete except for painting and were operable on January 28, 1966. Weather

conditions during January, February and March, except for a very few intermittent days, were such that we would not permit the contractor to do the painting necessary to complete the contract.

The intersection signalized by this contract is on the City of Portland's street system. The signals were complete as previously stated and operable on January 28, 1966 but were not activated until February 18, 1966, at the City's request.

Because the contractor was prevented by conditions beyond his control from completing the work within the time specified, I propose to recommend to the Highway Commission that the contractor be granted a 68 calendar day extension beyond the adjusted completion date, advancing the completion date to March 31, 1966, without assessment of liquidated damages.

May I have your concurrence in this recommendation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
L. H. Young

CAG:jf, jwa

RECEIVED
APR 21 1966
FOR FILING

FORM PR-33A (REV. 4-48)

OSHD (Kinboe)
OSHD (TEdwards)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FINAL CONSTRUCTION INSPECTION REPORT

Region 8 [illegible]

Schell, Area Engr (PPM 20-6.1)

I-405-8(6)301

of

REGION NO.	REPORT NO.	COUNTY	STATE
8 6526	5	Multnomah	Oregon

DATE OF INSPECTION	INSPECTION MADE BY	PROJECT NO.
4-12-66	C. E. Johnson, Jr. Engr.	I-405-8(6)301

IN COMPANY WITH

J. Araujo, BPR Engr.

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
Satisfactory	Unsatisfactory	327 %	100 %

REMARKS (1) COMPLETED WORK; (2) WORK IN PROGRESS; (3) COMMENTS AND RECOMMENDATIONS

<u>SW. BROADWAY - ROSS ISLAND BRIDGE SECTION</u>
<u>STADIUM FREEWAY</u>
<u>Signal Installation: 6th & Grant</u>

(1) Work was completed on March 31, 1966.

(2) No work in progress

(3) The final cost is expected to be lump sum bid less the resulted savings from price agreement No. 1 and liquidated damages assessed. The contractor was charged 68 days liquidated damages due to late completion for which he is responsible.

A 5"x8"x12" terminal cabinet was measured and found to be in substantial conformity with the plans.

The entire project gives a workmen-like and functional appearance and is performing satisfactory.

NOTED
TOM EDWARDS

EDITION OF 5-60 MAY BE USED

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: S.W. Broadway-Ross Island Bridge Section		WEEK ENDING: April 9, 1966
		SECTION PREFIX: 626-1032
HIGHWAY: Stadium Freeway		COUNTY: Multnomah
NAME OF JOB: S.W. 6th at S.W. Grant Traffic Signals	KIND OF WORK: Traffic Signal Installation	
CONTRACTOR: W. R. Grasle Company	CONTRACT NUMBER: 6526	FEDERAL AID PROJECT NUMBER: I-405-8(6)301
DATE OF CONTRACT: December 15, 1964	DATE WORK STARTED: May 14, 1965	ESTIMATED COMPLETION DATE: March 31, 1966
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS 30	CALENDAR DAYS USED 98
	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 327 %
PROJECT AUTHORIZATION: $ 4,945.50	ENGINEERING AUTHORIZATION $ 351.68	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100 %
EXCLUSIVE OF ENGINEERING: $ 4,593.82	ENGINEERING COST TO DATE $ 800.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100 %
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 4,341.00		
ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 6 %	PERCENT OF AUTHORIZATION 227 %	DATE PROJECT WAS COMPLETED: March 31, 1966

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		

	GRADING	SURFACING	MAINTENANCE MATERIALS*	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

Calendar

	WEATHER	~~WORK~~ DAYS CHARGED	HOURS DELAY	Routing CAUSE OF DELAY
April 3 SUNDAY	Fair & Windy	0		
4 MONDAY	Fair & Windy	0		
5 TUESDAY	Fair	0		
6 WEDNESDAY	Fair	0		
7 THURSDAY	Cloudy AM to Fair PM	0		
8 FRIDAY	Cloudy	0		
9 SATURDAY		0		

Routing: Locker, Bond, Barboe, Walker, Swart, Smart, Wise

RECEIVED

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

April 3 SUNDAY	No activity
4 MONDAY	No activity
5 TUESDAY	No activity
6 WEDNESDAY	No activity
7 THURSDAY	Ed Hardt, Ass't. Division Eng'r., made a final inspection of project today. No activity by the Contractor.
8 FRIDAY	No activity
9 SATURDAY	No activity

REMARKS

A Stop Work Order was in effect between October 31, 1965, and January 15, 1966, due to the fact that one City light pole was not in place.

The contractor has indicated he will request an extension of time and also file a claim for compensation for extra work incurred due to excessive rust encountered.

On February 18, 1966, William R. Zerbes made a final inspection on the traffic control equipment and found it suitable. This day, also, signals were approved by the City Traffic Bureau, and put into operation.

The project is now completed with the exception of some minor adjustments and this will be the concluding weekly report.

SIGNED Charles Johnson
Ass't. Res. Bridge Eng'r.

LOCATION 5821 N.E. Glisan St.
Portland, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F216

RECEIVED
APR 22 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-405-8(6)301
6526

SHIP COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

April 4, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

NOTED
F.B. KLABOE

Dear Sir:

This is to advise you that work was completed on March 31, 1966 on Contract No. 6526, S. W. Broadway - Ross Island Bridge Section, in Multnomah County, in connection with Federal-Aid Project No. I-405-8(6)301.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: April 12, 1966

Conditions noted on above date:

None

A. W. Parsons
Division Engineer

By: J. H. Girvin
Acting District Engineer

Refd to Young
4-22-66

RECEIVED
APR 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 1 - 1965
FOR FILE

FORM PR-33A (REV. 3-64) cc: OSHD (Klaboe)
OSHD (TEdwards)
Region
Wash DC
Schell, Area Engr

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

INTERMEDIATE CONSTRUCTION INSPECTION REPORT

(PPM 20-6.1)

nig

REGION NO.	REPORT NO.	COUNTY	STATE
8	4	Multnomah	Oregon

DATE OF INSPECTION	INSPECTION MADE BY	PROJECT NO.
10-13-65	R. A. Nichols, Asst Area Engr RAN	I-405-8(6)301

IN COMPANY WITH
J. Wilson, Res Engr, OSHD

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
Satisfactory	Satisfactory	02 %	02 %

REMARKS (1) COMPLETED WORK; (2) WORK IN PROGRESS; (3) COMMENTS AND RECOMMENDATIONS

SW. BROADWAY - ROSS ISLAND BRIDGE SECTION
STADIUM FREEWAY
Traffic Signal Installation

(1) The excavation for the poles at the southeast corner of the intersection and in the island near the the northwest corner of the intersection has been PERFORMED.

The conduit which was to be installed by others has all been installed.

(2) No work in progress.

(3) The original contract stated that the work was to be completed on or before March 15, 1965. This was changed by an addendum letter prior to the award of the contract, so that the contractor had 30 calendary days to complete the contract work after the notice to proceed was mailed. The site was not available to the contractor because of other construction activity, therefore the notice to proceed was not mailed until September 29. The time was started on October 9, 1965.

The plans indicate that two of the street light poles and foundations are to be furnished and placed by others, —

(more)

in this case, by the City of Portland. It is anticipated that there will be several weeks delay in obtaining the poles. If this should occur, temporary poles will be placed by the City.

An interior illuminated sign with legend "Right Lane Must Turn Right" was included in this contract. This legend would have required a larger cabinet than the standard cabinet used by the City of Portland. The City objected to the larger cabinet for maintenance reasons, and it was decided to substitute a Type C Aluminum sign in lieu of the illuminated sign. It was also decided to change a Type D pedestrian signal at Sta FG479+24 Rt to a Type B signal.

Price Agreement No. 1 was issued to cover this change, with an estimated credit to the State of $55.

The contractor has not resumed construction on the work covered by this contract. He says he is using all of his avilable work force to complete the electrical work on another contract on the Stadium Freeway.

(more)

No measurements were made during this inspection.

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
I-48	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 5		COUNTY Multnomah
		PROJECT NO. I-405-8(6)201

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-405 - S.W. 6th Ave - Portland
(S.W. Broadway-Ross Island Bridge Section)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-16-64	0.000
*OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 4,835.00	$ 4,460.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Shaw

Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: A. H. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer February 8, 1965

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8905-P64

Oregon State Highway Department

Federal-Aid
Project No. I-405-8(6)301

S.W. BROADWAY-RoSS ISLAND BRIDGE SECTION

OF THE STADIUM FREEWAY AND PACIFIC HIGHWAYS IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid price.)

Salem, Oregon, January 20, 1965

Type Code Y031
Signals (Sta. 479+00)(Sta. "6th" 11+42)

Traffic Signal Installation, Complete	All Required	$4,396.00
	Subtotal	$4,396.00
	10% Engr. & Cont.	439.00
	Total	$4,835.00

Length of Roadway - - - - - - 0.000 Mile

Federal Funds -	$4,460.00
State Funds -	375.00
	$4,835.00

RECEIVED
DEC 17 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN, MEDFORD
KENNETH M. FRIDLEY, WASCO
DAVID B. SIMPSON, PORTLAND
FLOYD QUERY, SECRETARY, SALEM

6526

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 16, 1964

W. R. Grasle Co.
437 N. W. 16th
Portland 9, Oregon

Gentlemen:

The State Highway Commission on December 15, 1964 awarded to you State Highway Contract No. 6526 for the following project:

Stadium Freeway Traffic Signals at S. W. 6th and S. W. Grant Sts. Multnomah County.

This award was based on your low bid of $ 4,396.00 which was submitted to the Commission on December 8, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. M. Young
R. G. Savage (SIAC)
I. D. Merchant

fp

RECEIVED
DEC 16 1964

Form CO-121 (11-62) (Prea. by A.O. [illegible])

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 15, 1964

In reply refer to: 08-35.2-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(6)301
S.W. Broadway-Ross Island Bridge Section
Traffic Signal Installation

As requested in Mr. Young's letter of today, we hereby concur as of this date in the award of contract No. 6526 to W. R. Grasle Co. of Portland, Oregon, low bidder in the amount of $4,396.00 at the December 8, 1964 bid opening.

RECEIVED
LLOYD P. SHAW

RECEIVED
DEC 22 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Copy To Young
12-23-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 30 1964
FOR FILING

I-405-8(6)301

Mr. Forrest Cooper
State Highway Engineer
6536 Salem, Oregon

477 Cottage Street N.E.
Salem, Oregon 97301

November 16, 1964

Original signed by
T. Dec
Eng. Coordinator

08-35.2-BA

By: T. Dec
Engineering Coordinator

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-405-8(6)301
S.W. Broadway - Ross Island Bridge Section
Traffic Signals

P. S. & E. documents for the subject project are hereby approved with the understanding that you will make any corrections found necessary upon completion of our review. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Mr. Young's November 12, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonoccurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

The use of the Standard Specifications for Highway Construction - 1964, is approved for use on this specific project.

The use of the Division 1 - General Requirements, Article 8-1 Subletting, dated 12-1-64, Supplemental Standard Specification is approved for use on this specific project.

original To Young
with attach
11-27-64

RECEIVED
NOV 16 1964

Form CO-12
(11-63)
(Pres. by
A.O. 206-

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

DATE: November 12, 1964

In reply refer to: 08-35.3-EC

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Federal-aid Interstate Program

Mr. Chase's October 29, 1964 letter submitted the below shown Stage 2 item for inclusion in the subject program:

Item	Project	Location	Work
382	I-405-8(6)301	SW 6th Ave., Portland	Traffic Signals

We understand that these signals are required due to the construction of the off ramp and realignment of local city streets to accommodate I-405.

We hereby approve this item effective this date. The total estimated cost for this project is $6,000, of which $5,400 is reserved as Federal-aid Interstate funds.

NOTED
LLOYD P. SHAW

RECEIVED
NOV 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Copies to
Urban
Chase
Nelson 11-18-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 22 1964

FORM E-30X—60M—12-63 54677

FOR FILING
1-4C-8(a) 1
6-36

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
October 19, 1964

To:

SUBJECT: Signal Installation at S. W. 4th and Lincoln and S. W. 6th and Grant Portland

MEMO TO FILE

This is to advise the file that on October 14, 1964, the writer met with Mr. Jim Robertson, Chief Engineer, Portland Development Commission to discuss the matter of the signal installation at S. W. 4th and Lincoln.

The Metropolitan Division has previously requested that we proceed with the utmost speed to prepare a project and let a contract for the installation at S. W. 6th and Grant. The signals at S. W. 6th and Grant and S. W. 4th and Lincoln are in the same vicinity and should be let as one contract to obtain the best bid prices.

Approximately one year ago the Highway Department made a commitment to install equipment of a design that would be suitable to the Development Commission at S. W. 4th and Lincoln. At the meeting mentioned above, Mr. Robertson stated a preference for mast arms. However, both he and the Commission's architect did not like any of the mast arm designs that they had seen to date. I informed these gentlemen that we were in the process of developing a new mast arm design that should be both functional and pleasing in appearance. The Development Commission indicated that they would like to use our design assuming that it would be pleasing in appearance. I indicated to them that at the first possible moment we would show them data concerning the design on the new mast arm, and that if at all possible I would try to have something to show them by the first part of November.

It is hoped that the Bridge Division will have this design prepared and approved in time for the December 8th bid letting.

ORIGINAL SIGNED BY L. E. GEORGE

L. E. George
Assistant Traffic Engineer

LEG:aa
cc: Tom Edwards
Ivan Merchant

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

B/O 11/6/64

F-003-1(15) Astoria-Pt. Ellice, Wash. 1964
Sec., US 101 (Placing Riprap
#6527 around Astoria Br. Piers)

1527

U.S. DEPARTMENT OF TRANSPORTATION — FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

7-14-78

FEDERAL AID PROJECT NO.: See below

STATE PROJECT NO.: See below

COUNTY NAME: Clatsop

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

FROM:
G. L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.

ITEM NO.

TO:

Mr. F. B. Klaboe
Chief of Operations, ODOT
State of Oregon
Salem, Oregon

DATE PS & E APPROVED	DATE AUTHORIZATION EFFECTIVE	FEDERAL ROUTE NUMBER	STATE ROUTE NUMBER
	7-14-78	-----	-----

GENERAL LOCATION:

See below

GENERAL DESCRIPTION OF WORK:

Withdraw projects

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR SURVEY AND PLAN PREPARATION
- ☒ OTHER (Specify) Withdraw projects as listed below.
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONTRICTION - ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 6-30-78 I approve the withdrawal of the following listed projects:

UF-003-1(14)	Columbia River Bridge (Astoria) Piers	#6124
F-003-1(15)	Columbia River Bridge (Astoria) Riprap	#6529
F-003-1(16)	Columbia River Bridge (Astoria) Superstructure	#6268
F-003-1(18)	Desdemona Sands Viaduct	#6246
U-115(16)	Astoria Bridge Approach (R/W)	

NOTED
F. B. KLABOE
7-17

DATE	SIGNATURE OF APPROVING OFFICIAL	TITLE
7-14-78	Vern G. Green	for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1976—626-787

#6527

ROBERT W. STRAUB
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 30, 1978

TO G. L. Green, Division Administrator
Federal Highway Administration

FROM D. E. Swan
Federal Aid Manager

SUBJECT Astoria Bridge Projects
Memo of May 31, 1978
HAM .1-OR

We hereby request that the following listed Astoria Bridge Projects be withdrawn:

UF-003-1(14)	Columbia River Bridge (Astoria) Piers
F-003-1(15)	Columbia River Bridge (Astoria) Riprap
F-003-1(16)	" " " " Superstructure
F-003-1(18)	Desdemona Sands Viaduct
U-115(16)	Astoria Bridge Approach (R/W)

CL:lml

cc: F. B. Klaboe
H. S. Coulter
V. E. Skoog
C. T. Keasey

RECEIVED
STATE HWY ENGR
JUL 10 '78
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

NOTED
H.S. COULTER

#6527

June 22, 1978

Mr. Glen L. Green
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street, N.E.
Salem, OR 97301

Dear Mr. Green:

Astoria Bridge Projects
F-003-1(15) - Contract 6527
F-003-1(16) - Contract 6268
F-003-1(18) - Contract 6246
UF-003-1(14) - Contracts 6124 & 6467
U-115(16) - Right-of-Way
Your File HAM.1-OR

We will proceed to close the subject projects prior to June 23, 1978 as requested in your May 31 letter.

Very truly yours,

E. S. Hunter
Technical Services Engineer

bc F. B. Klaboe
H. S. Coulter
D. H. Moehring
Vern Skoog
C. T. Keasey

ESH:ja

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
The Equitable Center, Suite 100
530 Center NE. - Salem OR 97301

DATE: May 31, 1978

In reply refer to: HAM.1-OR

SUBJECT: Astoria Bridge Projects
F-003-1(15) — Contr. No: 6527
F-003-1(16) — " " 6268
F-003-1(18) — " " 6246
UF-003-1(14) — " " 6124 - 6467
U-115(16) — " " R/W

FROM : G. L. Green, Division Administrator

TO : Mr. F. B. Klaboe, Chief of Operations
Oregon Department of Transportation

We wish to close the subject projects and remove them from our list of completed but unpaid projects. In order to do this we must obtain from you the final vouchers or an indication of what your intentions are in regards to the subject projects.

Please furnish the final vouchers or a statement of your intentions to this office prior to June 23, 1978.

for G. L. Green

6-5-78
Refer to Skoog
by Keasey.

xc: Project Mgt.

RECEIVED
JUN 2 1978
CONSTRUCTION BRANCH

Keasey, Jackmond, Hopkins, Williams, Johnsen, Glenn, Richards, Berg, Inloes, Widmer, Gebauer, Church

NOTED
E. S. HUNTER

RECEIVED
JUN 5 1978
HIGHWAY ACCOUNTING

RECEIVED
STATE HWY ENGR
JUN -2'78
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

RECEIVED
TECHNICAL SERVICES
JUN 1'78
REFER TO
Butler
FOR
Info | Inves | R/D | D/R | Sign | Act | File

RECEIVED
DOT OPERATIONS
JUN 01 '78
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

May 3, 1972

Mr. Robert D. Germann
Manager, Marine Department
Marsh & McLennan, Inc.
1100 Georgia-Pacific Building
Portland, OR 97204

Dear Mr. Germann:

Relative to your April 27 letter, we have, through use of the Oregon State Highway Division price index, determined a replacement value for the portion of the Astoria-Megler bridge covered by the current insurance policy.

The original cost of construction was $22,696,000. The Oregon State Highway Division price index for structures for 1966 was 91.7 and for 1971 the index had increased to 129.4. Prorated to June 1972, the index would be 136.9; thus, the increases from 1966 to June of 1972 would be 49 percent. This, applied to the original construction cost, gives a replacement cost of $34,115,000. The present replacement value of the portion of the bridge involved is $27,292,000.

I trust this is the information you require in order to obtain the best renewal for this structure.

Very truly yours,

George H. Baldwin
Administrator of Highways

By

Tom Edwards
State Highway Engineer

Attachments
cc A. E. Johnson
F. B. Klaboe
V. E. Skoog
W. J. Hart
Floyd Query
RWE:ag ms

ASTORIA BRIDGE
Bridge No. 7949

Bridge Opened to Traffic 7/29/66

Contract No.			Construction Cost	Use
6124 Piers	4-1803 (DeLong)	11/5/72 - 4/13/64		
	RWE Estimate of work	completed	$ 4,724,406.56	---
		Liquidated Damages	- 330,000	
		Engineering		$ 725,000
	RWE projected total cost had DeLong completed		$ 7,614,422.99	$ 7,614,423
6467 Piers	4-1806 (Raymond)	7/30/64 - 12/5/65		
	Final Estimate		$ 5,339,929.32	---
		Liquidated Damages	- 32,000	
6268 Super-structure	4-1805 (U.S. SteelCorp)	12/16/63 - 11/9/66		
	Final Estimate		$10,203,343.11	$10,203,343
		Engineering		$ 258,681
6246 Viaduct	4-1804 (P-G)	8/2/63 - 9/15/65		
	Final Estimate		$ 3,885,838.43	$ 3,885,838
		Liquidated Damages	- 10,000	
		Engineering		208,992
6499 Oregon Approach	4-1099(Pacific Conc.)	11/10/64 - 5/27/66		
	Final Estimate		$ 1,212,493.89	
6527 Riprap	4-1807(Umpqua R. Navigation Co.)	1/18/65 - 2/27/67		
	Final Estimate		$ 906,587.25	
				$22,896,277

Oregon State Highway Division Price Index
1966 - 91.7
Ave. 1971 - 129.4
Projected to June 1972 - 136.9

Difference = 136.9 - 91.7 = 45.2 = 49%

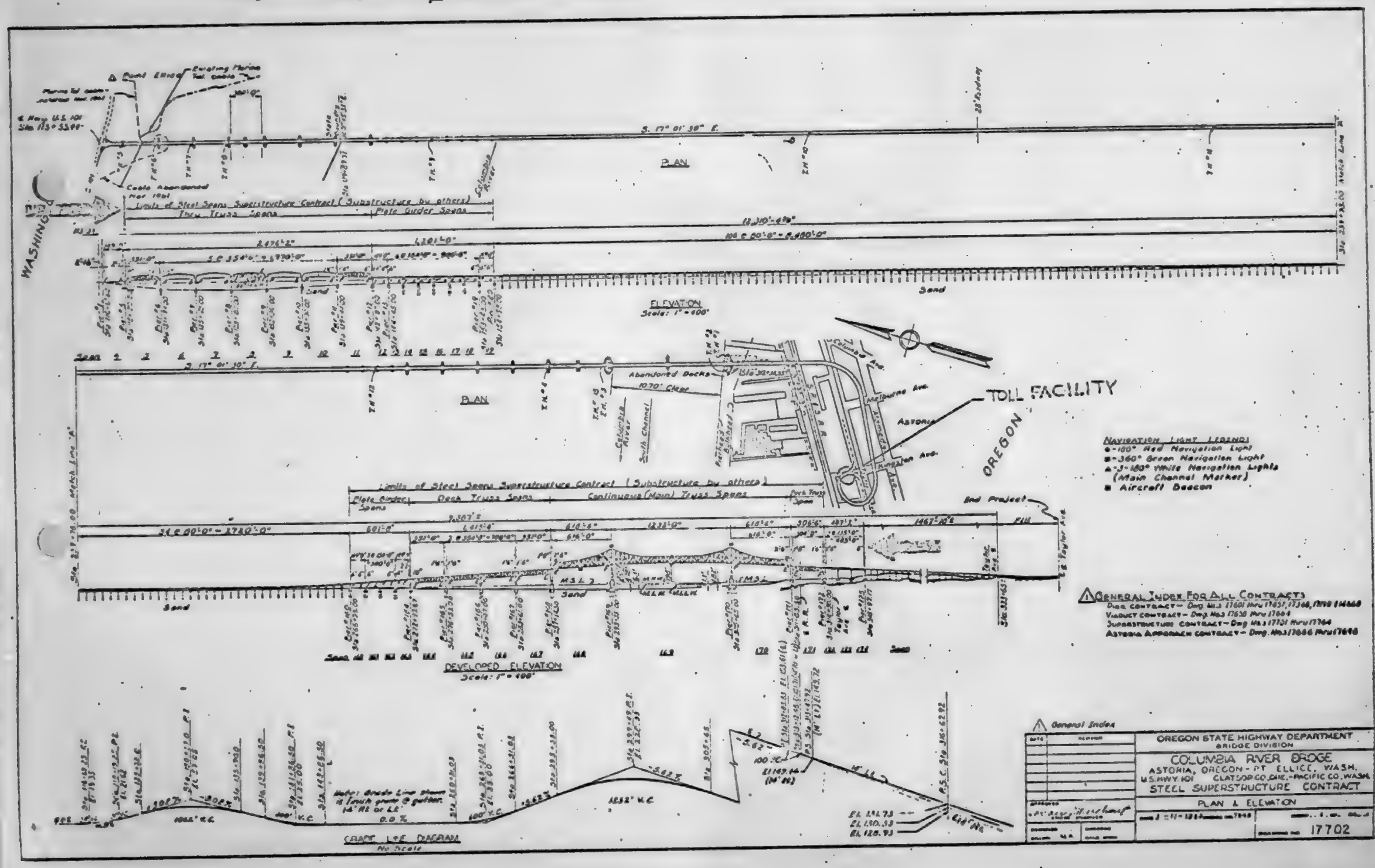
22,896,277 x .49 = $11,219,176

$34,115,453

80% Replacement Value = $27,292,362

LIMITS OF INSURED STRUCTURE

FROM STA 118+21 INCL PIER #5
TO STA 318+97.7 INCL PIER #175
PLUS TOLL COLLECTION FACILITY AT STA 338+50


PLAN
ELEVATION
Scale: 1" = 400'
PLAN
TOLL FACILITY
OREGON
Limits of Steel Spans Superstructure Contract (Substructure by others)
Deck Truss Spans
Continuous (Main) Truss Spans
DEVELOPED ELEVATION
Scale: 1" = 400'
GRADE LOC DIAGRAM
No Scale
Navigation Light Legend
●-180° Red Navigation Light
■-360° Green Navigation Light
▲-3-180° White Navigation Lights (Main Channel Marker)
■ Aircraft Beacon
General Index For All Contracts
Dike contract – Dwg No 3 17601 Mru 17657, 17368, Mru 14668
Viaduct contract – Dwg No 3 17628 Mru 17664
Superstructure contract – Dwg No 3 17701 Mru 17764
Astoria Approach contract – Dwg. No 3 17666 Mru 17668
General Index
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION
COLUMBIA RIVER BRIDGE
ASTORIA, OREGON - PT ELLICE, WASH.
U.S. HWY. 101 CLATSOP CO. ORE. - PACIFIC CO. WASH.
STEEL SUPERSTRUCTURE CONTRACT
PLAN & ELEVATION
17702

CABLE ADDRESS: MARMAC

ESTABLISHED 1871

AREA CODE (503) 224-3000

MARSH & McLENNAN, INC.
OF OREGON
INSURANCE
1100 GEORGIA-PACIFIC BUILDING
PORTLAND, OREGON 97204

April 27, 1972

State of Oregon
State Highway Commission
Highway Building
Salem, Oregon 97310

Attention: Mr. Tom Edwards

Re: ASTORIA-MEGLER BRIDGE
July 29, 1972 expiration

Dear Mr. Edwards:

This is to confirm our phone discussion of April 26, 1972.

The present 80% Replacement Value of the Bridge is $19,597,612.

In order to secure the best renewal rate for the State of Oregon we need to contact Insurance Companies well in advance of the expiration. I am tentatively planning to be in San Francisco next week to begin negotiations for the renewal, and as I mentioned, we need confirmation of the renewal value in our discussions with underwriters.

For a ballpark indication we trended the value in this office using Marshall Stevens and arrived at a trend factor of 1.199 or a revised replacement cost of $29,369,722.

Thanks very much for your assistance.

Very truly yours,

Robert D. Germann
Manager - Marine Department

RECEIVED
APR 28 1972
BRIDGE DIVISION

RDG/gb

Walt Hart
Rec'd Suggested
new value
Amount
Monday 5/1/72

RECEIVED
APR 28 1972
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 25 1969
FOR FILING

F-003-1(15)
6527

ASTORIA BRIDGE
Bridge #7949

Traffic over Bridge 7/29/66

Contract No.			Construction Cost	Use
6124 Piers	4-1803 (DeLong) RWE Estimate of work completed	11/5/62 - 4/13/64	$ 4,724,406.56	---
		Liquidated Damages	- 330,000	
	RWE projected total cost had DeLong completed		$ 7,614,422.99	$ 7,614,423
6467 Piers	4-1806 (Raymond) Final Estimate	7/30/64 - 12/5/65	$ 5,339,929.32	---
		Liquidated Damages	- 32,000	
6268 Super-structure	4-1805 (U.S. Steel Corp.) Final Estimate	12/16/63 - 11/9/66	$10,203,343.11	$10,203,343
6246 Viaduct	4-1804 (P-G) Final Estimate	8/2/63 - 9/15/65	$ 3,885,838.43	$ 3,885,838
		Liquidated Damages	- 10,000	
6499 Oregon Approach	4-1099 (Pacific Conc.) Final Estimate	11/10/64 - 5/27/66	$ 1,212,493.89	
6527 Riprap	4-1807 (Umpqua R. Navigation Co.) Final Estimate	1/18/65 - 2/27/67	$ 906,587.25	
				$21,703,604
	Oregon State Hwy. Dept. Price Index 1966 - 352 1969 - 376 Difference 24 = 7%			$ 1,519,252
	1969 Replacement Value			$23,222,856

NOTED
TOM EDWARDS

RECEIVED
SEP 3 0 1968
FOR FILING

Form FH-12 (1-67)

UNITED STATES GOVERNMENT

Memorandum

F 105-1(15)

TO 6527 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Astoria - Megler Bridge

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: August 30, 1968

In reply refer to: 08-35.1/120-FA

File 93268

Programs have been approved and funds obligated, Stage 2, in the amounts shown below:

U-115(16), Astoria Bridge ROW	1,500
U-F-3-1(14), Astoria Bridge Piers 6467	60,595
F-3-1(15), Riprap Piers - 6527	2,966
F-3-1(16), Superstructure - 6268	77,938
F-3-1(18), Desdemona Sands Viaduct 6246	29,084

NOTED
R. L. PORTER

The Federal-aid funds obligated ($172,083) are available for reimbursement upon completion of a project agreement. The program was approved at the request of the Washington office as a result of a staff meeting in Administrator Whitton's office on March 28, 1962 following a discussion with you. The amount of Federal funds was left open pending a decision to be made by the State at a later date.

Inasmuch as the funds have been obligated and withdrawn from Federal-aid funds allocated to the State, it is requested that project agreements be executed and vouchers drawn to the extent of the funds you prefer to commit, since the work has been done. This office has no objections to leaving the funds at the level now obligated, but is unwilling to have the funds obligated and not covered by project agreement.

If you desire to be reimbursed to the extent of the obligated funds, an adjustment can be made if considered desirable after the present law suit has been resolved; however, with limited Federal funds presently committed, Federal funds could be collected with less effort by adjusting the present program on the basis of construction costs rather than supplying supporting information on the basis of a court claim.

Please advise concerning your desires in connection with these projects.

RECEIVED
SEP 3 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 1 - 1967
FOR FILE

F-003-1(15)
6527

November 30, 1967

Davies, Biggs, Strayer, Stoel and Boley
Law Offices
1410 Yeon Building
Portland, Oregon 97204

Attention: David G. Hayhurst

Gentlemen:

Contract 6527 awarded to Umpqua River Navigation Company for riprap work on the Astoria-Pt. Ellice Section of US101 was accepted by the Highway Commission on May 23, 1967. No claims have been filed with us since May 2, 1966.

This is in reply to your letter of November 28, 1967.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:flm

RECEIVED
AUG 18 1967
FOR FILING

F-003-1(15)
6527

August 16, 1967

Davies, Biggs, Strayer, Stoel and Boley
Attorneys at Law
1410 Yeon Building
Portland, Oregon 97204

Attention: Mr. David G. Hayburst

Gentlemen:

This is in response to your letter of August 14 concerning Contract No. 6527, Umpqua River Navigation Company, for riprap work on the Astoria, Oregon-Pt. Ellice, Washington, Section of the Oregon Coast Highway.

This contract was accepted by the Highway Commission on May 23, 1967.

Attached is a sheet showing the claims which have been filed with us against this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
Attachment

cc Umpqua River Navigation Company
First Street
Reedsport, Oregon 97467

Date Filed	Claims Filed Against Contract 6527
4-30-65	Claim from Al Rakoz for hauling of riprap in amount of $1,772.14
5-17-65	Letter from Krause, Lindsay, & Nahstoll, attorneys, on behalf of General Construction Company regarding claim for materials furnished Warren K. Hanly, subcontractor, in amount of $3,120 plus interest.
6-23-65	Letter and claim from Malone & McBride on behalf of Conrad Jones for labor and truck rental. Amount was not given.
3-31-66	Claim from Al Rakoz against W. K. Hanly, subcontractor, for hauling of riprap in amount of $1,772.14.
	Claim from Robert L. Sorensen against W. K. Hanly, subcontractor, for dump truck rental in amount of $1,891.02.

As of August 16, 1967

RECEIVED
JUL 14 1967
FOR FILING

UMPQUA RIVER NAVIGATION CO.

F 22.1 (12)
(667)

P. O. Box 25
REEDSPORT, OREGON 97467
503+271-2123

FROM:
1024 S. W. Sixth Avenue
PORTLAND, OREGON 97204
503+224-3230 228-0181

7 July 1967

Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Attention: Floyd Query
Secretary

Re: Claim of Mr. Robert L. Sorensen

Gentlemen:

We acknowledge receipt of a copy of your letter of 28 June 1967 to Mr. Sorensen.

Apparently Mr. Sorensen performed work for Mr. Warren K. Hanly of Longview, Washington. Mr. Hanly was not a sub-contractor on the project in question. We deny any liability for Mr. Sorensen's claim.

Very truly yours,

UMPQUA RIVER NAVIGATION COMPANY

Palmer F. Hinsdale
Assistant to the President

cc: Mr. Robert L. Sorensen
Route 1, Box 758
Winlock, Washington 98596

Mr. Wayne Brown
General Insurance Company of America
520 S. W. Sixth Avenue
Portland, Oregon 97204

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
JUL 18 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 29 1967
FOR FILING

June 28, 1967

Mr. Robert L. Sorensen
Route 1, Box 758
Winlock, Washington 98596

Dear Mr. Sorensen:

This is in reply to your letter of June 21 stating that you have not received payment for your claim in the amount of $1,891.02 which you filed in 1966 against the Umpqua River Navigation Co. on State Highway Contract No. 6527. This contract was for riprap work on the Astoria, Oregon-Pt. Ellice, Washington Section of U. S. 101.

Our records indicate that your claim was filed with the Secretary of State on May 3, 1966, and was assigned File No. 4167. At that time we notified the General Insurance Company of America, the surety on this contract, and the Umpqua River Navigation Co., the principal contractor, of the filing of your claim.

We are attaching excerpts from the Oregon Revised Statutes relating to public contracts, bonds and actions on bond. It is possible that you might wish to take action as outlined under ORS 279.536 as described on page 3.

In other cases somewhat similar to yours, we have suggested that they contact their attorney. You might wish to do the same.

We are forwarding a copy of your letter to the surety and the principal contractor.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment
cc General Insurance Company of America
Umpqua River Navigation Co.

CWH:wln

June 21, 1967

State of Oregon
State Highway department
Salem, Oregon 97310
Dear Sirs:

My letter is in reference to your letter of May 2, 1966 concerning the contract # 6527 awarded to Umpqua River navigation Co. for riprap work on the Astoria, Ore. – Pt. Ellice Road. Section of U.S. 101.

As to this date, I have not received any communication or received any payment for this job. My bill amounted to $1,8[illegible]1.02 and I am in desperate need of these funds and would appreciate anything you can do to see that this job is paid for. Thank you.

Sincerely yours,
Robert L. Sorensen
R1 Box 758
Winlock, Wash
98596

RECEIVED
JUN 22 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

RECEIVED
MAY 24 1967
FOR FILING

F-003-1(15)

6527

May 24, 1967

General Insurance Company of America
Portland Service Office
209 S.W. 4th Avenue
Portland, Oregon 97204

Gentlemen:

Contract No. 6527 awarded to Umpqua River Navigation Company for riprap work on the Astoria, Oregon,-Point Ellice, Washington Section of US101 in Clatsop County, Oregon, and Pacific County, Washington, was completed on March 13, 1967, and accepted by the Highway Commission on May 23, 1967.

Final payment in the amount of $19,262.50 will be released to the contractor after June 1, 1967. The total contract amount is $906,587.25 and no work was performed under feres account.

You have been advised previously of claims filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Umpqua River Navigation Company
First Street
Reedsport, Oregon

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
MAY 24 1967
FOR FILING
Fred W. Hill, Member

Helix
F-[illegible] 1(15)

6527

May 23, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed March 13, 1967, on Contract No. 6527. The contract was with Umpqua River Navigation Company and was for riprap on the Astoria, Oregon-Point Ellice, Washington Section of US101 in Clatsop County, Oregon and Pacific County, Washington.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective May 23, 1967, and that you concur in this procedure at the Commission meeting on June 8.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
Ivan Merchant
L. H. Young
R. D. Asburry

srb jw

RECEIVED
JUN 6 - 1967
FOR FILING
F-[illegible]-1(15)
6527

3H-11

April 26, 1967

Umpqua River Navigation Company
255 N. 1st Street
Reedsport, Oregon

Gentlemen:

The State Highway Commission at its meeting on April 25, 1967, considered your request for an extension of time on Contract No. 6527 on the Astoria, Oregon-Pt. Ellice, Washington Section of the Oregon Coast Highway in Clatsop County, Oregon, and Pacific County, Washington.

After considering the recommendation of the Engineer and other available information, the Commission granted extensions of three calendar days for work at Pier 18, 36 calendar days for work at Pier 109, and 36 calendar days for the "all work" item.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wlm

cc R. D. Asburry
Robert Cunningham
L. H. Young
I. D. Merchant
C. H. Maison

RECEIVED
APR 19 1967
FOR FILING
F-003-1 (15)

Fred W. Hill, Member
Helix

April 18, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 11
April 25, 1967 meeting

Gentlemen:

The Umpqua River Navigat on Company, contractor for the placement of riprap at the Astoria Bridge on the Oregon Coast Highway, Clatsop County, Contract No. 6527, has requested that he be granted an additional 30 calendar days without assessment of liquidated damages.

This contract contained different completion dates for the various units of work involved. The contractor met all required dates except for three items; namely, placing riprap at Pier 18 and Pier 169 and completing all work on the contract.

As to the work at Pier 18, 28 calendar days were allotted. Work started February 22, 1965, and was completed March 24, 1965, a total elapsed time of 31 calendar days and an overrun of three calendar days. A stop work order was issued February 24, 1965, and relinquished March 22, 1965. This order denied the contractor access to this particular area for a total of 26 calendar days. The stop work order was necessary because the work of placing riprap interfered with the work of another contractor on the project who had priority to the work area.

As to the work at Pier 169, 60 calendar days were allotted. The work started December 8, 1966, and was completed March 13, 1967, a total elapsed time of 96 calendar days and an overrun of 36 calendar days. The overrun in time was entirely attributable to a plan change and an increase in quantities which involved a change from an originally estimated 12,900 tons of riprap to 45,300 tons of rock fill and 29,000 tons of riprap.

As to the item of completion of all work, 60 calendar days were allotted, presumably for clean-up, move out, et cetera. Calendar day count start was predicated on the notice to proceed with work on Pier 169, which was December 6, 1966. All work on the contract was completed March 13, 1967, a total elapsed time for this unit of 96 calendar days. This is an overrun in time of 36 calendar days for this unit of work. Delay in completing this unit of work is attributable to the change in plans for the work at Pier 169.

Inasmuch as the contractor was prevented from completing a part of the various units of work by conditions beyond his control, I recommend that he be granted extensions of three calendar days for work at Pier 18, 36 calendar days for work at Pier 169, and 36 calendar days for the "all work" item without assessment of liquidated damages

This matter will be on the agenda for your consideration at the April 25 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
C. H. Maison
L. H. Young
R. D. Asburry

CAG:jf fn

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6527 Contractor Umpqua River Navigation Co.

Highway U. S. 101

Section Astoria, Oregon - Pt. Ellice, Washington

Kind of Work Riprap

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED or GRANTED. The reasons for such recommendation are as follows:

~~Contract quantities of riprap on Pier 169 were increased to approximately 576 per cent of contract amount. The contract allowed 7 days in which to complete the contract work. Prorating the time accordingly would mean 41 days to complete the actual amount, making 34 additional days.~~

~~Recommend an additional 34 days be allowed on the contract.~~

Grant 3 calendar days for work at Pier 18, 36 calendar days for work at Pier 169 and 36 calendar days for "all work" item because of plan changes and increase in contract quantities.

Recommended for Approval:

R. D. Ashley
Division Engineer

Ivan V. Merchant
Construction Engineer or Bridge Engineer

Tom Prendergast
State Highway Engineer

State Printing 27889

Contract No. 6527

Project designation F-003-1(15) State-Federal

Date awarded December 15, 1964

Work started December 8, 1966

Per cent completed 100% Date 3/13/67

No. of Workdays Allowed 28 & 60 31 & 96

No. of Workdays Used 24

No. of Added Workdays Requested 50

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
JAN 1 - 1967
7,8,9,10,11,12,1,2,3,4,5,6 PM

RECEIVED
DEC 27 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date December 19, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 30 days to 80 days, within which to complete our Contract No. 6527, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

The original quantity to be installed at pier 169 was 12, 900 tons of riprap. It has now been increased to 45, 300 tons of fill rock and 29, 000 tons of riprap. The quantities have therefore been increased to 5. 759 times the original quantity.

Respectfully submitted,

Umpqua River Navigation Company
Contractor

By John H. Schaefer
John H. Schaefer, Manager

CONSENT OF SURETY

Date December 20, 1966

We, GENERAL INSURANCE COMPANY OF AMERICA

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Richard N. Mahle
Richard N. Mahle Attorney-in-fact

(SEAL)

Resident Agent
H. A. Stevens
MARSH & McLENNAN
D. K. MacDONALD & COMPANY, INC.

RECEIVED
APR 5 - 1967
FOR FILING

6527

April 4, 1967

Oregon State Highway Commission

Gentlemen:

Before completion of the Astoria Bridge, a careful inspection was made of all of the bridge piers in the river. Divers and sonic gear were used to insure complete and absolute review of riprap.

Based on this survey and other data available to us, decision was taken to increase the area of riprap around Pier 169 and to make some minor additions to riprap previously placed at some of the other piers. This work was done by extending the contract in effect to Umpqua River Navigation Company, Contract No. 6527, for the riprapping. An overrun of $91,053.20, or 10.5 percent was experienced.

We recommend your approval of this overrun. This matter will be on the agenda for your consideration at the April 25 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
R. D. Asburry
C. H. Maison
L. H. Young

TE:ja jw

Form No. E-375—5M—7-66

F-003-1(15)

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Columbia River Bridge Date 24 March, 19 67

Highway U.S. 101 Contract No. 6527

County Clatsop Kind of Work Riprap Piers Contractor Umpqua River Navigation Co.

Contract Amount $ 305,250.00

Expected over-runs and under-runs in contract items:	Quantity	Unit Price	Amount
Major items, itemized:			
Item 1	60,868.21 tons	@ $5.65	= $343,905.39
Item 2	125.67 tons	@ $3.60	= $ 452.41
Minor items, unitemized algebraic total			
Subtotal			$ 344,357.80
Approved work orders (Price, extra work and state force orders)			$ 176,448.75

Expected over-runs and under-runs in work orders:	Amount
Major items, itemized:	
Price Agreement No. 1	$432.00
Price Agreement No. 2	$ 98.70
Minor items, unitemized algebraic total	
Subtotal	$ 530.70
Authorization for engineering	$ 45,320.00
Expected over-run or under-run of engineering authorization	$ 4,000.00
Costs not included above (explain)	$ 0
Allowance for future contingencies (0 % of work remaining)	$ 0
Credits to come from transfers and deductions	$ 0
Present estimate of project cost	$ 955,907.25 20

APPROVED BY
STATE HIGHWAY COMMISSION
DATE 4-25-67

Brief Statement of principal causes of over-run:

Quantity of material was changed to meet existing river bottom conditions.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 864,854.05
Present estimate of project cost	$ 955,907.25
Expected over-run (Amount)	$ 91,053.20
Expected over-run (per cent)	10.5

Space to right of this line is for use of Salem office.

Submitted by: [signature] Resident Engineer

Noted by: [signature] Construction or Bridge Engineer

Concurred by: Noted [signature] Division Engineer

Noted by: [signature] Deputy or Assistant State Highway Engineer

State Printing 52181

RECEIVED
MAY 19 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

F-003-1(15)

6527

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 21, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

NOTED
F.B. KJABOE

Dear Sir:

This is to advise you that all work was completed on March 13, 1967, on Contract No. 6527, Astoria, Oregon - Pt. Ellice, Washington Section, in Clatsop, Oregon and Pacific, Washington Counties, in connection with Federal-Aid Project No. F-003-1(15).

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date: 5-12-67

Conditions noted on above date:

None

RWP:

A. W. Parsons
Division Engineer

Young
5-18-67

cc: Forrest Cooper
Vince Gallagher

By: M E Martin
M. E. Martin
District Engineer

RECEIVED
JAN 13 1967
FOR FILING
F-005-1 (15)
1527

Salem, Oregon
January 12, 1967

Astoria Bridge

Mr. Ivan Merchant
Bridge Engineer

Mr. E. S. Hunter
Maintenance Engineer

Mr. R. D. Asburry
Division Engineer

The Weekly Report indicates that the pier protection work at Pier 169 will be complete about February 1.

Please have this work inspected by a diver at the time of its completion with Bridge and Maintenance people observing the operation.

The balance of the piers throughout the Astoria project shall be inspected to determine the adequacy of the riprap already placed. If additional protection is needed, it shall be placed prior to the close of this contract.

The results of this inspection shall be reduced to writing and forwarded to this office. Also, inspection of the riprap shall continue on a semi-annual basis, with the results reduced to writing and furnished to this office. The dates shall be approximately March 1 and September 1 each year, with the inspection as noted above to be done under the control of the Bridge Division and observed by the Maintenance Division at the close of the current contract and by the Maintenance Division thereafter.

TE:ja

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe

RECEIVED
NOV 25 1966
FOR FILING

F-002-1(15)

6527

Salem, Oregon
November 23, 1966

Mr. L. H. Young
Office Engineer

Attached is a Report on Expected Over-run of Project Authorization covering pier riprap on the Astoria Bridge, Contract No. 6527.

It is my understanding that this item was approved as an NOA item at the November 22 Commission meeting.

Attachment

Tom Edwards
Assistant State Highway Engineer

TE:ja

cc Floyd Query
Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
C. H. Maison
Ray Asbury

RECEIVED
NOV 21 1966
FOR FILING
F-003-1(15)
6527

November 18, 1966

Oregon State Highway Commission

Gentlemen:

A major overrun in the project authorization for the stream bed protection work at the Astoria Bridge on Us101 in Clatsop County appears inevitable. Umpqua River Navigation Company is the contractor (Contract No. 6527).

The current authorization for the work is $637,365 and it now appears the final cost will be $864,854, or an increase of 36 percent. The reason for the overrun is that our continuing studies indicate the preplanned quantities of riprap necessary to prevent stream bed erosion are not fully sufficient and effective and must be increased approximately 37 percent to effect the desired results.

This matter will be presented as an NOA Item on November 22 and I recommend your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison
Ray Asburry

CAG:jf fn

Form No. [illegible]—6M—7-63

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Columbia River Bridge Date 11-8- 19 66

Highway U.S. 101 Contract No. 6527

County Clatsop Kind of Work Riprap Piers Contractor Umpqua River Navigation Co.

Contract Amount $ 395,250.00

Expected over-runs and under-runs in contract items:	Quantity	Unit Price	Amount
Major items, itemized:			
Item I	43,682 tons	@ 5.65 =	$246,803.30
Price Agreement No. 2 Furnish and Place Rock Fill	45,325 tons	@ 3.75 =	$169,968.75

Minor items, unitemized algebraic total	$ 416,772.05
Subtotal	$ 6,480.00

Approved work orders (Price, extra work and state force orders)

Expected over-runs and under-runs in work orders:	Amount
Major items, itemized:	
9" to 2" bar run rock	$432.00

APPROVED BY STATE HIGHWAY COMMISSION DATE 11-22-66

Minor items, unitemized algebraic total	$ 432.00
Subtotal	$ 40,820.00
Authorization for engineering	$ 0
Expected over-run or under-run of engineering authorization	$ 4,500.00
Costs not included above (explain) Diver Inspection	$ 10,600.00
Allowance for future contingencies (25 % of work remaining)	$ 0
Credits to come from transfers and deductions	$ 864,854.05
Present estimate of project cost	

Brief Statement of principal causes of over-run:

Quantity of material was changed to meet existing river bottom conditions.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 637,365.25
Present estimate of project cost	$ 864,854.05
Expected over-run (Amount)	$ 227,488.80
Expected over-run (per cent)	35.7

Space to right of this line is for use of Salem office.

Submitted by: R.O. Cunningham Resident Engineer

R.O. Cunningham

Confirmed by: Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 62161

RECEIVED
MAY 5 - 1966
FOR FILING

F-003-1 (1)
6527

Cc

UMPQUA RIVER NAVIGATION COMPANY

BARGES, TOWING, SAND, GRAVEL & READYMIX CONCRETE
Since 1889
P. O. Box 25 — Phone 271-2123
REEDSPORT, OREGON 97467

2 May 1966

Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Attention: Mr. Floyd Query
Secretary

Re: Claim of Al Rakoz against
Warren K. Hanly

Gentlemen:

We acknowledge receipt of your letter dated 19 April 1966 to Mr. Al Rakoz.

In a letter dated 9 September 1965, a copy of which you were furnished, our counsel, David G. Hayhurst, advised Mr. Rakoz that we deny any liability for this claim. Our position is unchanged.

Very truly yours,

UMPQUA RIVER NAVIGATION COMPANY

Palmer F. Hinsdale
Assistant to the President

cc: Mr. Al Rakoz
Route 2, Box 281
Winlock, Washington

General Insurance Co. of America
520 S. W. Sixth Avenue
Portland, Oregon 97205

Hon. Tom McCall

David G. Hayhurst, Esq.
Davies, Biggs, Strayer, Stoel & Boley
Yeon Building
Portland, Oregon 97205

Marsh & McLennan-
D. K. MacDonald & Company, Inc.
Standard Plaza
Portland, Oregon 97204

RECEIVED
MAY 3 1966
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
MAY 5 - 1966
COMMISSIONERS
FILING

GLENN L. JACKSON, CHAIRMAN
NEGEDDE
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAY 3 1966
TOM McCALL
SECRETARY OF STATE

FILED
MAY 3 1966
TOM McCALL
SECRETARY OF STATE

May 2, 1966

Mr. Robert L. Sorensen
Route 1, Box 758
Winlock, Washington 98596

Dear Mr. Sorensen:

This is to acknowledge receipt of your recent claim letter and attached statement stating that Warren E. Healy (subcontractor) owes you $1,891.02 for dump truck rental on the Astoria Bridge Project.

From the description given it appears that the contract to which you refer is our Contract No. 6447 awarded to Umpqua River Navigation Company for riprap work on the Astoria, Oregon-Ft. Miller-Washington Section of U.S. 101 in Clatsop and Pacific Counties.

The General Insurance Company of America through D. K. MacDonald Company, Oregon, Inc., Oregon Bank Building, Portland, furnished the performance bond on this contract which is given to assure completion of the contract and payment of all bills incurred in it. We will advise the surety and the agent of the receipt of your letter and we will also send your claim letter and attached statement to the Secretary of State for filing.

Please let us know when your claim has been paid so that we can clear our records.

NOTED ON CARD

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 1966
OREGON
STATE HIGHWAY COMMISSION

cc: General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

D. K. MacDonald Company, Oregon, Inc.
Oregon Bank Building
Portland, Oregon

Umpqua River Navigation Co.
P. O. Box 25
Reedsport, Oregon

Commissioners

Hon. Tom McCall

P.S. Please acknowledge receipt of this claim on the enclosed copy of your letter.

Robert L. Sorensen
Rt. 1 Box 758
Winlock, Washington 98596

State of Oregon
Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Warren K. Hanly
3912 Pacific Way
Longview, Washington

Gentlemen:

I am enclosing a photo-copy of a bill to Warren K. Hanly for rip-rap work on the Astoria Bridge Project, Oregon State Highway Job #6527, which I have not been able to collect.

Warren K. Hanly was a sub-contractor for Umpqua River Navagation Co. of Reedsport, Oregon on the above project. Work was done March 1 through March 30, 1965.

I would appreciate any assistance you might give in my effort to collect this past due account plus 8% interest from April 1, 1965 to date of payment.

Very truly yours,

Robert L. Sorensen

Robert L. Sorensen

RECEIVED
APR 25 1966
OREGON
STATE HIGHWAY COMMISSION

Date April 1 19 65

To WARREN K. HANLY

Address 3812 Pacific Way

City Longview, Washington

10 yard dump rental @ $12.48

	138	hours @ $12.48			$1722	24
	57½	February Overtime @ 1.94			111	55
	29½	March Overtime @ 1.94			57	33
			Total		$1891	02

ROBERT L. SORENSEN

Rt. 1 Box 758

Winlock, Washington

Rediform
8K 882

STATEMENT

RECEIVED
MAY 5 - 1966

FOR FILING

F-OC 3-1 (45)

SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1966

To: Mr. R. L. Porter
Deputy State Highway Engineer

BUILDING

SUBJECT: Pier Riprap
Columbia R. Br. at Astoria
Bridge No. 7949

for Comp. file
as instructed
See other Jones
Hwy Bridges

On December 15, 1964, Contract No. 6527 was awarded to the Umpqua River Navigation Company for placing bedding gravel and riprap around the piers of the subject bridge. Piers Nos. 5 to 20 inclusive and Nos. 160 to 168 inclusive, were completed on September 15, 1965. Pier No. 169 riprap protection cannot be completed until the fender installation is completed. Piers Nos. 5 to 20 and Nos. 160 to 167 were precast type piers and riprap with a minimum depth of 4' and a maximum depth of 8' at the pier face was placed around these piers for a minimum width from the pier of 40' in any direction. Pier No. 168 was a poured-in-place pier and again, the riprap at the face of the pier varies from 4' to a maximum of 8' in some places and a minimum width of 40' and a maximum of 70' from the pier in any direction.

During the placing of the riprap, scubba divers furnished by Commercial Divers of Portland were used for the underwater inspection. Some inspection in depth was done with sounding lines. Upon the completion of the riprap, inspections, by fathometer were made at approximate one month intervals for the first three months and since that time at approximately three month intervals. Experience to date has indicated no apparent distress in any of the riprapped areas with some filling action taking place.

It is intended to make a thorough inspection of all piers immediately prior to the completion of riprap work around Pier No. 169 so that if any corrective measures are necessary, they can be made while the riprap contractor has equipment on the site.

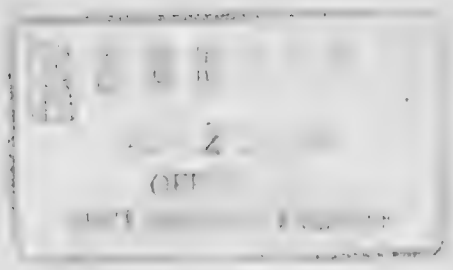
To-date, there have been 79,600 tons of riprap rock and 6,800 tons of bedding gravel placed under the contract. It is estimated that to complete the contract, there will be 3,400 tons of riprap and 10,000 tons of bedding gravel to be placed around Pier No. 169 after the completion of the fender. During the construction of Pier No. 169, brush

NOTED
KEN EDWARDS

fascines and 9" to 2" reject gravel was placed to maintain the fender construction area at elevation -65. Upon the completion of the fender system, the intention is to bring the area inside the fender system up to elevation -56 with heavy gravel and with from 4' to 6' of riprap on the outside of the fender system to approximately elevation -56.

Ivan D. Merchant
Bridge Engineer

IDM:mb
cc: Tom Edwards



FORM E-128X 50M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
REDMOND
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
APR 22 1966
FOR FILING

F-003-1 (15)

4-27

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 19, 1966

Mr. Al Sukes
Route 2, Box 281
Winlock, Washington

Dear Mr. Sukes:

This will acknowledge receipt of your claim letter of March 31 and attached statement stating that Warren E. Emily (subcontractor) owes you $1,774.14 for the hauling of riprap on the Astoria Bridge Project.

From the description given it appears that the contract to which you refer is our Contract No. 6527 awarded to Umpqua River Navigation Co. for riprap work at Astoria, Oregon and Ft. Kilies, Washington, on U.S. 101 in Clatsop and Pacific Counties.

The surety on this project is the General Insurance Company of America through D. K. MacDonald Company, Oregon, Inc., Portland. We will advise them that your letter has been received and we will also forward your claim letter to the Secretary of State for filing.

NOTED ON CARD
Jan

Please let us know when your claim has been paid so that we can clear our records.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Claim File 4166

FILED
TOM McCALL
SECRETARY OF STATE

RECEIVED
APR 21 1966
OREGON
STATE HIGHWAY COMMISSION

cc: General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

D. K. MacDonald Co., Oregon, Inc.
Oregon Bank Building
Portland, Oregon

Commissioners

Umpqua River Navigation Co.
P. O. Box 25
Reedsport, Oregon

C. W. MEAD

Hon. Tom McCall

P. S. Please acknowledge receipt of this claim on the enclosed copy of your letter.

RECEIVED
APR 20 1966
TOM McCALL
SECRETARY OF STATE

Al Rakoz
Route 2, Box 281
Winlock, Washington
March 31, 1966

State of Oregon
Highway Commission
State Highway Building
Salem, Oregon

Re: Warren K. Hanly
3912 Pacific Way
Longview, Washington

Gentlemen:

We are enclosing a photo-copy of a uncollectible billing to Warren K. Hanly for rip-rap work on the Astoria Bridge Project, Oregon State Highway Job # 6527.

Warren K. Hanly was a sub-contractor for Umpqua River Navagation Co. of Reedsport, Oregon on the above project. Work was performed during the month of March 1965.

We would appreciate any assistance you might give in our effort to collect this past due account plus 8% interest from March 31, 1965 to date of payment.

Very truly yours,

Al Rakoz

Al Rakoz

AK:meh
encls.

RECEIVED
APR 13 - 1966
OREGON
STATE HIGHWAY COMMISSION

FROM Al Palas
R#2 Box 27 Black Hawk
Mar 31 1965
TO Hanly
ADDRESS 3912 Pacific Hwy
CITY Longview Wash
TERMS

10 yd. Dump truck hr.			Mar. 65	
130 hrs. Loc. #12			1628	64
22 hrs. D.T. #1.94			42	68
Feb. D.T. motor last Clk.			1171	32
			102	82
			1772	146

RECEIVED
APR 8 - 1966
STATE HIGHWAY COMMISSION

1.113-1(a)

6527

for Complete Rpt
See 1.6653

cc:

Form CD-121
(11-63)
(Prea. by
A.O. 200-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 12, 1965

In reply refer to: 08-35.5

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

RECEIVED TO
OCT 13 1965
BY DEPUTY STATE HIGHWAY ENGINEER

SUBJECT: Inspection-in-Depth
Equipment Rental Procedures
Emergency Relief Projects

Reference is made to our memorandum of October 7, 1965 transmitting a copy of the subject report to your office.

In our memorandum we overlooked advising you that on Project ERFO-101(2) the daily records revealed that work was performed prior to Public Roads approval on Price Agreements No. 1, 3 and 5 as follows:

P.A. 1 - ½ ton pickup	Approved 4/1/65 - Work performed 3/29 to 3/31	24 hrs.
P.A. 3 - Wind machine	Approved 4/15/65- Work performed 3/31 to 4/14	132 hrs.
P.A. 5 - Air compressor	Approved 4/14/65- Work performed 4/7 to 4/13	38 hrs.

Summary:

P.A. 1 - 24 hours @	$1.50	= $ 36.00
P.A. 3 -132 hours @	1.00	= 132.00
P.A. 5 - 38 hours @	5.30	= 201.40
Total Amount		$369.40

This amount should be transferred to non-participating.

Please advise when this has been done and we would also appreciate your comments on the recommendations contained in the inspection-in-depth report.

Orig to Mason
Copy to Young
10-13-65

Routing
Morgan
Decker
Bond
Barbee
Walker
Olson
Smith

RECEIVED
OCT 13 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 14

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form CD-121
(11-63)
(Prev. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 7, 1965

In reply refer to: 08-35.DA

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Inspection-in-Depth
Equipment Rental Procedures
Emergency Relief Projects

Attached herewith is a copy of the subject report.

Please note the recommendations on page 4 and take action if you deem appropriate.

Attachment

RECEIVED
OCT 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM PR-33D
(5-64).

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(Check Appropriate One) ☐ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

REGION	DIVISION	PROJECT NUMBER
3	[illegible]	See below.

DATE OF INSPECTION	PHASE(S) INSPECTED
July 22, [illegible]	[illegible]

INSPECTION MADE BY	IN COMPLIANCE WITH
[illegible], et al	[illegible]

REPORT PREPARED BY
[illegible], Assistant Area Engineer

PROJECT INCLUDES
☐ GRADING AND DRAINAGE ☐ BASE ☐ PAVING ☐ MAJOR STRUCTURES ☐ OTHER (Specify) Rigid Pavement.

CONTRACTOR (Name and address)	CONTRACT AMOUNT
See below.	$ See below.
	PROJECT STATUS (Percent complete)
	See below.

LOCATION
See below.

REPORT FORMAT: (1) SUMMARY OF FINDINGS; (2) RECOMMENDATION (Including needed followup action); (3) DETAILED REPORT OF INSPECTION.

SUBJECT: [illegible] Inspection-In-Depth Reports

[illegible]

Inspection time - 32 hours
Travel time - 17 hours
Writeup - 3 hours

Purpose of Inspection - The inspection was made to check the State's equipment rental procedures on Emergency Relief Projects.

Projects Inspected - This inspection covered projects in every Division of the State Highway Department except Division 5. There were 28 equipment projects in progress in that division. The following projects were inspected:

Project No.	Project Name	Contract	Contract Amt.	Contractor
ERD 101(2)	Columbia-Salt Cr. Tunnel Sec., Willamette Hwy.	0535	$1,466,691.00	Rogers Constr. Co., Portland, Ore.
ERD 105(1)	Cottage Gr.-North Santiam Riv. Sec., Santiam Hwy.	0537	1,454,110.00	Wells Bros. Constr. Co. & Christensen, Inc., Wells Valley, Wash.
ER 100(1)	Tolton Canyon Sec., Tolton Canyon-Rose Hwy.	0572	150,716.00	Rogers Constr.Co., Portland, Ore.

(more)

Federal Highways (cont.)

Project No.	Project Work	Contract Time	Contract Price	Contractor
FR-111(1), BRO 111(2) & FR 137(4)	Madras So.-Union Cty Hwy Jct. Sec., Ochoco Hwy. and Prineville-Redmond Hwy. Sec., Redmond Hwy.	65 M.	$ 70,023.10	Loy Hourigan Sand Rock, Ore.
FR-121(1)	Smith Bridge-Willow Cr. Sec. of Elkton-Sutherlin Hwy.	0035	555,037.00	C. B. O'Neil Creswell, Ore.
FR-131(1)	Summer Lake-Valley Falls Sec., Fremont Hwy.	0050	22,037.20	Bud Stump
FR-154(1)	Warner Summit-Crooked Reservoir Sec., Warner Hwy.	0041	92,435.02	Washington Constr. Co., Bellevue, Ore.
BR-166(1)	Plomdon Mountain Sec. Corvallis-Newport Hwy.	0070	261,095.75	C. B. O'Neil Creswell, Ore.
BRO-169(2)	Dolphin Cr.-Yellow-jacket Cr. Sec., Mt. Hood Loop Hwy.	0017	409,001.90	Rogers Constr. Co. Portland, Ore.

The project status for the various projects was as follows:

Project No.	Percent Time Elapsed	Percent Complete
BRO-151(2)	00	40
BRO-169(1)	03	80
FR-166(1)	100	99+
BR-111(1)-BRO-111(2) & FR-137(1)	05	07
BR-121(1)	34	10
BR-131(1)	95	90
BR-154(1)	95	00
BR-169(1)	90	92
BRO-153(2)	00	5

Inspection Party

R. A. Nichols dated as the team leader who was present on the inspection of all the projects. The other personnel on the inspection parties were as follows:

BRO-1(11_) - Clyde Dike, Madison, SDR
Arlie Anderson, Resident Engineer, OSHD

(more)

Inspection Visit (cont.)

NAEC-105(1) - Clyde Pike, Assistant, Inc.
J. L. Lemley, Area Engineer, DPR
Ed C. Hill, Resident Engineer, OSHD

ER-106(1) - Clyde Pike, Assistant, Inc.
Richard C. Lemley, Resident Engineer, OSHD

ER-111(1), ER-110-111(1), ER-107(1) -
Clyde Pike, Assistant, Inc.
J. L. Lemley, Area Engineer, DPR
Robert M. Cook, Resident Engineer, OSHD

ER-121(1) - Cecil Babcock, Assistant, DPR
M. L. Marsh, Assistant Engineer, DPR
Paul Riedl, Area Engineer, DPR
John R. Ingebrun, Jr., Resident Engineer, OSHD

ER-153(1) - Clyde Pike, Assistant, DPR
C. V. Chatfield, Asst. Area Engineer, DPR
Jim Fleming, Division Engineer, OSHD
E. J. Dunn, Resident Engineer, OSHD

ER-154(1) - Same as ER-153(1).

ER-160(1) - Cecil Babcock, Assistant, DPR
M. L. Marsh, Assistant Engineer, DPR
Glenn Hoskins, Area Engineer, DPR
Ray Aubert, Division Engineer, OSHD
W. E. Owens, Resident Engineer, OSHD

ER-190-190(2) - Clyde Pike, Assistant, DPR
Willis Craig, Area Engineer, DPR
W. H. Bryant, Asst. Area Engineer, DPR
Richard E. Hawkins, Resident Engineer, OSHD

SUMMARY

(1) The Central Daily Progress reports were quite complete except that specific pieces of equipment used during the day were not listed in detail.

(2) The pay quantities were kept current on suitable forms. These forms were signed daily by authorized representatives of both the contractor and State, indicating agreement as to the quantities shown. This practice should be commended in that it should eliminate substantially all possibilities of pay disputes.

(over)

Summary (Cont.)

(3) The Construction Co. to whom the equipment on the project was specification requirements that generally [illegible] however, it must be noted that all the equipment observed [illegible] meet or exceed specification requirements.

Inventory Control

(1) The equipment used should be completely inventoried on some type of permanent record. In order to facilitate this it is suggested that it be specified that the contractor be required to give a list of his equipment on the project. The list should include his number or other suitable identification and the rating of the equipment.

(2) The dates when a piece of equipment is brought to and removed from the project should be noted on a permanent record. Perhaps it could be noted on the above suggested list.

Project Documentation

According to all the resident engineers there is no directive issued from the Central Office as to the number or type of records which should be kept. Consequently each resident develops his own method of keeping records on equipment, with the advice of the State's Division offices in some cases.

Daily Reports

The initial record on all the projects uses [illegible] the form "General Daily Progress Report" (Form No. [illegible]). This report is completed by the field inspector. In general, the report contained information as to the number of each type of equipment and laborers, the contractor's hours and a narrative. In addition to this work in progress the narrative usually contains a general description of the equipment used, and pertinent notations such as [illegible] time, breakdown time, etc. As mentioned above, this form was not used on project M-100(2), however the same data is kept in the inspector's daily.

It is the writer's opinion that the field inspectors have done an excellent job in maintaining a complete record of the activities on this and in their diaries. Only in one instance was it noted that equipment had been paid for but not used on the project or the type or operations in which the equipment would be used in the Progress Report. There is one area in which all projects could be improvement made in documentation. That is where several pieces of the same type of equipment, such as dump trucks or scrapers, are used, the inspectors often just use "(3) tractor [illegible] dump trucks working." - - - ". Since this report is a basic record it could be more informative if each piece of equipment were positively identified by contractor's number or other suitable form of identification.

(more)

The resident engineer on project [illegible] Mr. Daily had the inspectors give him information in detail [illegible] of the materials and operations, as they progress. The inspectors documented this information in their daily reports but this was not kept a part of the permanent records. Mr. Daily then instructed the information that the inspectors had to be immediately kept in the inspectors' diary.

In addition to the Consult Daily Inspector Reports the inspector on DA-102(2) kept a diary, and the inspectors on DA-212(2) and 154(2) kept the Daily Inspection Diary on Form 2 dtd. 1-1-49, "Daily Inspection Report" (Example 2).

Two other types of information which, if properly documented, might eliminate future disputes were not found in our case records. One is in case a particular piece of equipment is moved on and from the project. The other is a continuing Daily schedule of equipment. Both types of information could be kept on one form. It was possible to determine when some of the equipment was moved on and from the project from information in the contractor's payrolls. It appeared that the information was not kept on a part of the projects. The resident on DA-101(2) had requested and received an equipment list from the contractor. It was not certain that it was given all the desired information on each piece of equipment.

In an attempt to eliminate future disputes about pay quantities, all the residents used a daily form upon which the hourly basis pay items were summarized. Form I-[illegible]-Daily Record of Force Account Work (Example 3) was used on all projects except two. The other two projects had a large number of pay items so the residents devised their own forms. Examples 4 and 5 were used on projects NAS-101(2) and AR-121(2), respectively.

In all cases the record for each day was signed not later than the following day by the subcontractor's representative of the State and contractor. The signatures indicated complete agreement on the recorded information. The amount paid to the contractor is based on the information shown in this report.

Summary of Items

The items are summarized on the daily record sheets for projects NAS-111(2) and AR-121(2) as can be seen in examples 4 and 5. A subtraction showing the running totals was kept on projects NAS-105(2), NR-111(2), etc. and DA-101(2). Some minor discrepancies in these totals were found. However the subtractions had not been checked and normally errors are [illegible] and the corrected at that time.

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

GENERAL DAILY PROGRESS REPORT

DATE 7-7-65

FORM F-474 (10-64)

SECTION SMITH BR. - YELLOW CR.

HIGHWAY ELKTON - SUTHERLIN

CONTRACTOR C.R. O'NEIL

WEATHER CLEAR

CONTRACT NUMBER 6525

F. A. NUMBER ER-121(1)

PREFIX 110-1007

EQUIPMENT

BULLDOZERS 2 — SCRAPERS 1 — TRACTOR AND JOE 3

ROLLER — SHOVEL 1 — TRUCKS 1-PLATFORM

COMPRESSOR 2 — CRANE — MIXER

DISTRIBUTOR — OTHER — WATER WAGON 1

STUCKHAMMER 2 — AIRCO AIR DRILL 2

McKISON DRILL 1

LABOR

OPERATORS 17 — LABOR 3 — SUPERVISION 1 - SUPT.

CARPENTER 1

WORK

	1 CLEARING	2 DRAINAGE	3 GRADING	4 TYPE OIL	5	6 SPRINKLING	7 ROCK	8 F. V. M.	9 FLAG	10 UTILITIES
SHIFT START			7:00 AM						7:00 AM	
SHIFT END			4:30 PM						4:30 PM	
SHIFT START										
SHIFT END										
SHIFT START										
SHIFT END										

KIND OF WORK, AMOUNT, STATION, EQUIPMENT, LABOR (CONTRACTOR, UTILITIES, AND R. R.)

D9 dozer loading Tree 631 scrapers at Sta. 512-521 left, and hauling to Sta. 540 Left.
CL dozer helping in pit with ripper. One D8(E17) dozer placing material on the fill. One
foreman at Sta. 520. Cat is putting oil per Eng. in retaining haul roads.
80D shovel loading 3 Euclid end dumps at Sta. 547 Left and also hauling to Sta.
530 Left. One D6(E2) dozer working on rock slide at 1 mile west at Sta. 515 Right.
Two jackhammers working at Sta. 560 and one power drill at Sta. 570.
Three laborers installing culverts and ditches.

COMMENTS AND INSTRUCTIONS TO CONTRACTOR:

Richard D. Holmes
INSPECTOR

Example #2

Form [illegible]
State Printing

OREGON STATE HIGHWAY DEPARTMENT

DAILY PRODUCTION REPORT

SURFACING AND OTHER MISCELLANEOUS JOBS

Section ..... Report No. .....

Highway ..... Date .....

County ..... Job Prefix ..... Contract No. .....

Contractor ..... Quarry or Pit .....

Kind and Grade of Material	Cubic Yards			Location of Today's Deposits	
	Previous	This Date	Total	Station to Station	
TOTALS					

Show separately the quantities of each kind and grade of material. Make a separate series of reports for each quarry or pit. Send original copy to Salem office and duplicate copy to Division Engineer.

....., Inspector

OREGON STATE HIGHWAY DEPARTMENT

DAILY RECORD OF FORCE ACCOUNT WORK

INSTRUCTIONS: (To be used for all Extra Work Orders except those for highways where STATE pays 57½% of cost.)

DISTRIBUTION: ORIGINAL—Contractor
DUPLICATE—Accounting Division
TRIPLICATE—Resident Engineer's file

FORM 1128 (7-63)

CONTRACT NUMBER | ORDER NO. | Sheet ___ of ___

CONTRACTOR'S NAME | FORCE ACCOUNT NUMBER | DATE | SHIFT

DIVISION | SUB-CONTRACTOR | TREES

LABOR, MATERIALS & EQUIPMENT

NO.	CLASSIFICATION	RATE	HOURS	NAME OF ITEM	CLASS OR SIZE	PAY	FR	VOUCHER NO.	ACCT.

OREGON STATE HIGHWAY DEPARTMENT — DAILY REPORT OF EQUIPMENT RENTAL PAID

SECTION Coleridge - Salt Creek Tunnel — CONTRACT NO. 6553

HIGHWAY Willamette — FILE NO. 20 - 1014

CONTRACTOR Rogers Construction Co., Inc. — DATE

BID ITEM	NOT USED THIS DATE	HOURS FORWARD	HOURS THIS DATE	TOTAL HOURS
2. Blade Grader				
3. Tractor (75 H. P.), Dozer				
4. Tractor (100 H. P.), Dozer and Winch				
5. Tractor (75 H. P.), Dozer				
6. Power Shovel, 2½ C. Y.				
7. Power Shovel, 3/4 C. Y.				
8. Crane, Truck Mounted, Dragline				
9. Trucks, Dump, 6 C. Y.				
10. Trucks, Dump, 10 C. Y.				
11. Trucks, Dump, 20 C. Y.				
12. Trucks, Flatbed, 1½ Ton				
13. Trucks, Pickup, 3/4 Ton (Without Operator)				
14. Trucks, Sprinkler, 4,500 Gal., with Pump				
15. Loader, Wheel Type, 3/8 C. Y.				
16. Loader, Wheel Type, 1 C. Y.				
17. Loader, 4 Wheel Drive, 4 C. Y.				
18. Loader, Crawler, 2 C. Y.				
19. Roller, Vibratory, with Power				
20. Roller, Grid, with Power				
21. Tamper, Gasoline Engine, Hand Operated				
22. Pump, Portable, 3 - 4 Inch				
23. Saw, Portable Chain, Minimum 36 Inch Bar				
24. Wagon Drill, [illegible] Inch Rubber Tired, with Compressor				
25. Explosives		lbs.		lbs.
26. Foreman				
27. Laborers				

Contractor's Rep. _____ Inspector _____

Number No. [illegible] — Serial No. _____

Ex 4A

OREGON STATE HIGHWAY DEPARTMENT — DAILY REPORT — EQUIPMENT RENTAL PROJECT

PRICE AGREEMENT ITEMS

SECTION Oakridge - Salt Creek Tunnel — CONTRACT NO. 6553

HIGHWAY Willamette — DEPTH 20 - 1014

CONTRACTOR [illegible] — DATE [illegible]

PRICE AGREEMENT NO. & ITEM	NO. USED THIS DATE	TOTAL HOURS PREVIOUSLY REPORTED	HOURS THIS DATE	TOTAL HOURS
P A. #1 1/2 Ton Pickup				
P.A. #2 3,700 gal. Water Truck				
P.A. #3 Windmachines				
P.A. #4 Backhammers				
P.A. #5 210 Air Compressors				
P.A. #6 Overtime Sprinkling				
P.A. #7 2 1/2 yd. shovel/Backhoe				
P.A. #9 SS-1 Asphalt				
P.A. #10 Loader 4 Wheel				
P.A. #11 Tractor with				
P.A. #12 4 yd. Shovel				

Contractor's Rep. _____ Inspector _____

PROJECT NO. [illegible] REPORT NO. _____

OREGON STATE HIGHWAY DEPARTMENT

PROJECT: ER-121(1) Smith Bridge-Yellow Jr. Sect.
HIGHWAY: Elkton-Sutherlin
CONTRACTOR: C.R. O'NEIL

PREFIX: 110-1007
CONTRACT: 6595

DAILY RECORD OF WORK PERFORMED
MONTH JULY YEAR 1965

DATE	6	7	8	9	10	11	WEEKLY TOTALS	TOTALS TO DATE
ITEM	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.		
Moving costs								
Blade grader	H 9	9	9	9	-		36	194
Tractor with dozer	H 27	27	27	21½	16		118½	609
Tractor with dozer, rake, winch	H 5½	7	5	9	-		30	130½
Scraper	H 24	27	27	27	-		105	365½
Power shovel	H 8	9	9	9	-		35½	128½
Loader, front end								
Backhoe								
Grid roller with tractor								
Trucks, dump	H -	2	9	9	-		20	56
Trucks, flatbed	H 9	9	9	9	-		36	81
Wagon drill	H 12	5	9	2	-		22½	117½
Jackhammer	H -	10	3	7	-		20	40
Air compressor, 105 cfm	H -	10	3	7	-		20	57½
Air compressor, 600 cfm	H 2	5	3	2	-		22½	117½
Chain saw	-	-	-	-	-		0	113
Laborers	H 38½	71	76	71	24		408½	1593
Powderman	H 9	9	9	9	-		36	123
EUCLID END DUMP	H 2	27	27	27	-		104½	443½

DATE	5	6	7	8	9	10	[illegible]	[illegible]
ITEM	MON.	TUE.	WED.	THUR.	FRI.	SAT.		
Moving costs								
Blade grader	H	9	9	9	9	-	36	134
Tractor with dozer	H	27	27	19	21½	16	111½	609
Tractor with dozer, rake, winch	H	5½	7	5	9	-	30	133½
Dragon	H	24	27	27	27	-	105	365½
Power shovel	H	8½	9	9	9	-	35½	168½
Loader, front end								
Backhoe								
Grid roller with tractor								
Trucks, dump	H	-	2	9	9	-	20	56
Trucks, flatbed	H	9	9	9	9	-	36	81
Wagon drill	H	12½	5	3	2	-	22½	117½
Jackhammer	H	-	10	7	7	-	24	40
Air compressor, 105 cfm	H	-	10	3	7	-	20	37½
Air compressor, 600 cfm	H	2½	5	3	2	-	22½	117½
Chain saw		-	-	-	-	-	0	113
Laborers	H	53½	71	76	71	24	240½	1593
Powderman	H	9	9	9	9	-	36	153
EUCLID END DUMP	H	2	27	27	27	-	104½	413½

Steve Lee
Contr. Rep.

Steve Lee
Supervisor

Emergency Relief Projects

July 21 10 - Dec. 3, 1935

[illegible] Road SP 9.1 Resurface [illegible]

Public Conveniences [illegible] Rest Room Facilities

[illegible] Sanitary Privies

EPRO-1001(1) Sanitary Privies [illegible] Co. $ 600

EPRO-1002(1) Sanitary Privies [illegible] " 1000

EP- 1500(1) Sanitary Privies [illegible] " 1200

EP- 1501(1) Sanitary Privies Rogers Prairie Sta. " 1200

EP-1101(1) EPRO-1103(1) EPRO-1104(1) Sanitary Privies [illegible]

and Briarville-Cuba Sta. Cuba 1500

EP- 1401 Sanitary Conveniences Rolla " 1500

EPRO-1002(1) Public Conveniences Rolla " 1200

EP- 1211(1) Sanitary Privies Cuba " 1500

EP- 1401(1) Sanitary Privies " 1500

In June [illegible] EPRO-1101(1) the Privies [illegible]

Standard Oil Co. [illegible] Rest Rooms [illegible]

on Old Plank Road [illegible] of equipment or [illegible] the day but did not [illegible]

that have worked each day for [illegible] the Monday the

same [illegible] these projects which should result in [illegible]

fine [illegible] [illegible] [illegible]

to [illegible] the [illegible] [illegible] [illegible]

[illegible] by [illegible] [illegible] [illegible]

[illegible] Point [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible]

the [illegible] [illegible]

On [illegible] highway [illegible] [illegible]

[illegible] [illegible] [illegible]

[illegible] [illegible] [illegible]

[illegible]

FORM CD-108 (7-72)

Update to Bid Bond Requirements

The engineer shall review all bid bonds to determine that they are the final bonds for the project.

The amount of bonds for each proposal item shall be equal to the amount of the proposal item multiplied by the unit price bid.

[illegible]

[illegible]

[illegible]

RECEIVED
OCT 11 1965
FOR FILING

F-003-1(15)

6527

October 11, 1965

Mr. Al Rakoz
Route 2, Box 281
Winlock, Washington 98596

Dear Mr. Rakoz:

This is in reply to your recent letter concerning the status on the Umpqua River Navigation Company Contract No. 6527 for riprap on the Astoria, Oregon-Pt. Ellice, Washington Section of U.S. 101 in Clatsop County, Oregon and Pacific County, Washington.

Your previous letter stated that Mr. W. Hanly owes you $1,772.14 for the hauling of riprap, which material was to be delivered to the Astoria Bridge. Our Office Engineering Division informs us that this contract is approximately 66 percent complete. You may file a claim on this job at any time you wish.

In our letter of May 6 we informed you that the General Insurance Company of America through D. K. MacDonald Company, Oregon Inc., Oregon Bank Building, Portland furnished the performance bond on this contract.

We are also sending you another copy of the excerpts from the Oregon Laws outlining the procedure for filing of a claim.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
Attachments

NOTED ON CARD
Jan 4

Ore. State Highway Dept. Winlock Wash.
Salem Oregon Sept. 27, 1965

Dear Sirs:

On May 6, 1965 you acknowledged receipt of my letter of April 30 in regards to rip rap which I hauled for Mr Stanley, which was to be used on the Astoria bridge. The Prime contractor being Umpqua River Navigation Co. In your reply you stated it was to file within 6 months after the contract has been accepted; I have been very buissy this summer and not able to check on the job.

Could you please let me know how the job is comming along, as I have no assurance of collecting this money any other way but to file a claim against said Co.

Thank you for your earlier reply; and also this one.

Yours Truly

R#2 Box 28 Mr. Al. Rakez

(OVER - 66 to Comm.)

RECEIVED
NOTED
C. W. HEAD

DAVIES, BIGGS, STRAYER, STOEL & BOLEY
ATTORNEYS AT LAW
1410 YEON BUILDING PORTLAND, OREGON 97204

RECEIVED
SEP 14 1965
FOR FILING

F-102-1(c)

September 9, 1965

Mr. Dennis Lindsay,
Krause, Lindsay and Mahstoll,
Ninth Floor, Loyalty Building,
Portland, Oregon 97204.

Dear Dennis:

Re: General Construction Company—
Umpqua River Navigation Company;
Oregon State Highway Department
Contract No. 6527

Your letters of May 17, 1965 and June 23, 1965 regarding the above matter have been referred to us as counsel for Umpqua River Navigation Company. In your letters, you stated that General Construction Company has a claim in the sum of $3,120 for materials furnished to Warren K. Manly in connection with the above contract.

Neither Umpqua River Navigation Company nor its surety is liable for this claim, because Mr. Manly was not a subcontractor on the above contract. However, since we do not have knowledge of all the circumstances of your client's claim, we would not wish to be understood to waive any defenses that may exist.

We understand that Mr. Manly intends to resume, or has resumed, operations at the Stella Quarry and that he intends to pay his creditors as soon as possible.

Very truly yours,

David G. Haymaret

cc: Mr. O. M. Hinsdale
Mr. Wayne S. Jensen,
General Insurance Company
Oregon State Highway Department,
Attn: Mr. Floyd Query, Secretary
D. K. MacDonald & Co., Inc.

NOTED
FLOYD QUERY

COPY

NOTED
C. W. HEAD

DAVIES, BIGGS, STRAYER, STOEL & BOLEY
ATTORNEYS AT LAW
1410 YEON BUILDING PORTLAND, OREGON 97204

RECEIVED
SEP 14 1965

FORTH
F 205-1(4)
1547

September 9, 1965

Mr. James J. McBride,
Malone and McBride,
Attorneys at Law,
4741½ Rainier Avenue, S.,
Seattle, Washington 98118.

Dear Sir:

Re: Conrad Jones--Umpqua River Navigation Company; Oregon State Highway Department Contract No. 6527

Your letter of June 23, 1965 regarding the above matter has been referred to us as counsel for Umpqua River Navigation Company. This is to advise you that neither Umpqua River Navigation Company nor its surety on the above-mentioned contract is liable for claims arising out of furnishing of labor or materials to Warren Manly. Mr. Manly was not a subcontractor of Umpqua River Navigation Company on the above-mentioned contract. Although we are not familiar with the details of Mr. Jones' claim, nothing in this letter should be construed as a waiver of any other defenses which Umpqua River Navigation Company or its surety may have.

It is our understanding that Mr. Manly intends to resume, or has resumed, operations at the Stella Quarry and that he intends to pay his creditors as soon as possible.

Very truly yours,

David G. Haymurst
for
DAVIES, BIGGS, STRAYER, STOEL AND BOLEY

cc: Mr. O. H. Hinsdale
Mr. Wayne S. Jensen
Mr. H. A. Stevens
Oregon State Highway Commission,
Attn: Mr. Floyd Query, Secretary

COPY

NOTED
FLOYD QUERY
REFERRED TO
BY SECRETARY
NOTED
C. W. HEAD

DAVIES, BIGGS, STRAYER, STOEL AND BOLEY
ATTORNEYS AT LAW
1410 YEON BUILDING PORTLAND, OREGON 97204

RECEIVED
SEP 14 1965
FILING
F-003 (1) 15

September 9, 1965

Mr. Al Rakoz,
Route 2, Box 281,
Winlock, Washington.

Dear Mr. Rakoz:

Re: Claim against Warren K. Manly

This will confirm the position stated at the conference in my office on July 26 that Umpqua River Navigation Company is not liable for your claim against Warren K. Manly. Mr. Manly was not a subcontractor of Umpqua River Navigation Company under Oregon State Highway Department Contract No. 6527. Since we are not familiar with the details of your claim, we would also not want to be understood to waive any other defenses which Umpqua River Navigation Company or its surety may have to your claim.

It is my understanding that Mr. Manly intends to resume, or has resumed, operations at the Stella Quarry and intends to pay his creditors as soon as possible.

Very truly yours,

David G. Hayhurst
for
DAVIES, BIGGS, STRAYER, STOEL AND BOLEY

cc: Mr. O. M. Hinsdale
Mr. Wayne S. Jensen
Mr. H. A. Stevens
Oregon State Highway Commission,
Attention: Mr. Floyd Query, Secretary

RECEIVED
NOTED
FLOYD QUERY

COPY

NOTED
C. W. HEAD

RECEIVED
AUG 5 - 1965
5470-724

FOR FILING

F-003-1 (15)

6527

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2, 1965

SUBJECT: Astoria Pier Riprap
Contract No. 6527
Assignment No. 3801

To:
Mr. Tom Edwards
Assistant State Highway Engineer
O F F I C E

3801

Since the Bureau's memorandum dated February 10, 1965, another memorandum has been issued dated March 18, 1965.

This memorandum demanded that a blanket be placed beneath the riprap at Pier 169.

In my letter dated May 4, 1965 I described the procedures that we intended to follow in riprapping Pier 169.

Copies of the Bureau's memorandum and my reply are attached.

A. A. Rear
Assistant Bridge Engineer

AAR:mm

Attachment

NOTED
TOM EDWARDS

6527

May 4, 1965

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Attention: Mr. Roy Tokerud

Dear Mr. Parsons:

In response to your Memorandum dated March 18, 1965, I am enclosing a contour map of Pier 169 and two cross-sections showing the present condition of the river bottom.

The exact procedure to be employed at Pier 169 cannot be outlined at this time. We intend to observe the development of scour after the removal of the sheet piles scheduled for May 14.

The blanket should be placed in the area to be protected by riprap and should extend from the pier a sufficient distance to include the area affected by the influence of the pier.

The design of Pier 169 assumes the streambed at elevation -49 and will be maintained reasonably close to that elevation to maintain lateral stability. To accomplish this it is anticipated that it will be necessary to fill the area to about elevation -36 with material that will withstand normal tide action. Nine inch to two inch material is proposed for this purpose.

After the fender system has been driven a re-evaluation of the fill material will be made and restored where necessary. Then the riprap will be placed in a blanket with a minimum thickness of four feet. This will bring the elevation of the protected river bottom to elevation -52 or higher.

Very truly yours,

Ivan D. Merchant
Bridge Engineer
By
ORIGINAL SIGNED BY
Alfred A. Rear
A.A. Rear
Ass't. Bridge Engineer

AAR:jm
Attachments

cc: C.H. Maison
L.H. Young

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

DATE: March 18, 1965

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Columbia River Bridge at Astoria - Pier Riprap
Project F 003-1(15)

On February 10, 1965 we wrote you concerning the extent of riprap as suggested by Mr. Erickson of our Washington office. At Pier 169 we stated that the riprap should extend out a minimum of 100' and that some type of blanket on the stream bed, although desirable, would not be necessary since the contract was underway.

Mr. Erickson, in a recent telephone conversation, informs us that it was not his intent that the blanket be omitted. He definitely feels that the blanket is desirable and should be used at Pier 169.

We attach a copy of our February 10, 1965 memo. Your reply is requested.

Attachment

AM MAR 1 5 1965 PM
8,9,10,11,12,1,2,3,4,5,6

RECEIVED
MAR 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form CD-121 (11-63)* (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Show Stephenson

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon 97301

DATE: February 10, 1965

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

O.T.E.

FROM : T. Dec
Assistant Division Engineer
Salem, Oregon

SUBJECT: Project F-003-1(15), Columbia River Bridge - Pier Riprap

On January 13, 1965 an inspection trip to Astoria was made by the following:

P. M. Stephenson, OSHD
E. L. Erickson, BPR Washington office
R. A. Stephenson, BPR Regional office
R. H. Tokerud, this office

The problem of providing adequate permanent riprap was discussed with particular reference to Pier 169 where serious scour occurred during the early construction period. Mr. Erickson suggested that the riprap at this pier be extended out from the pier fender a minimum of 100 feet. He also stated that the use of some type of blanket on the stream bed in conjunction with rock riprap would be desirable. He did not, however, recommend the blanket for this project since the contract is underway.

We understand that Raymond International, Inc. has placed a rock blanket in the area of Pier 168 to temporarily control scour during construction. We were told this blanket consisted of a 3- to 4-foot thickness of 9-inch to 1 1/2 inch material and that it extended about 100 feet out from the cofferdam.

The matter of adequate riprap at Pier 169 has been discussed with Mr. Stephenson and Mr. Merchant of your Department. We recommend that the riprap be extended to comply with at least the minimum suggested by Mr. Erickson. Any extensive scour at this pier would endanger the expensive fender which is to be constructed there.

Merchant that has transpired

AM JUL 28 1965 PM
7 8 9 10 11 12 1 2 3 4 5 6

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 21 1965

FOR FILING
F-003-1(15)
6577

July 19, 1965

3178

Mr. A. F. Rittenhouse, Director
State Marine Board
506 Public Service Building
Salem, Oregon

Dear Mr. Rittenhouse:

Our field forces in Astoria have investigated the incidents of damage referred to in your July 2 letter, file 313.

We believe that the boats in question hit rocks in the vicinity of Pier 160 sometime during March of this year. Our investigation showed that there are some rocks a very short distance below the extreme low water surface at Pier 160 about 50 feet upstream from the pier.

The Coast Guard has been notified as you have suggested and we will continue to keep them informed as the riprap placement continues. I am enclosing a copy of the communication with the Coast Guard.

Thank you for drawing this condition to our attention.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Enc.

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

AAR:smd jwa

FORM E-133X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 14, 1965

Commander C. F. Peistrup
13th Coast Guard District
618 Second Avenue
Seattle, Washington

Dear Commander Peistrup:

For the past 5 months the Oregon State Highway Department has been placing riprap around the piers of the Columbia River Bridge at Astoria. The placement of riprap has revised the contours of the river bed for a distance of some 25 to 75 feet from the piers.

Enclosed are copies of contour maps for piers 5, 6, 7, 16, 17, 19, 20, 164, 165, 166 and 167. Riprap is also placed at piers 160, 161, 162 and 163 but no contour map is available at this time. All of the riprap has been deposited within 100 feet of the individual piers and is in a blanket about four feet deep.

At extreme low water the riprap about 50 feet upstream from pier 160 is a very short distance below the water surface. The exact elevation is not yet known. Our field forces have been instructed to complete the soundings at pier 160 as soon as possible. When the information is available it will be forwarded to you.

To assist in the location of the piers in the river crossing, I am enclosing the set of plans covering the placement of riprap.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

AAR:ge

Encl.

cc: R. D. Asburry
Robert Cunningham
R. W. Ellison
R. F. Rittenhouse

STATE OF OREGON
STATE MARINE BOARD
OFFICE OF THE DIRECTOR
SALEM 97310

July 2, 1965

REFERRED TO
Edwards
BY DEPUTY STATE

Mr. Forrest Cooper
State Highway Engineer
Highway Building

File 313

Dear Mr. Cooper:

Yesterday it was brought to our attention that two commercial fishing vessels have struck rocks approximately 100 feet from one of the bridge piers of the Astoria Bridge now under construction.

Both of these boats reported damages, one quite serious. It is assumed that these rocks have been dumped around the piers to prevent erosion.

Unless you have already done so, it is recommended that you advise the Commander, 13th Coast Guard District, 618 Second Avenue, Seattle, Washington, of the location of these rocks in order that this information may be published in the Coast Guard's "Notice to Mariners".

Yours very truly,

R. F. Rittenhouse
Director

RFR:mm

RECEIVED
COAST GUARD DEPT.
BRIDGE DIVISION
JUL - 7 - 1965 PM
AM 7,8,9,10,11,12,1,2,3,4,5,6

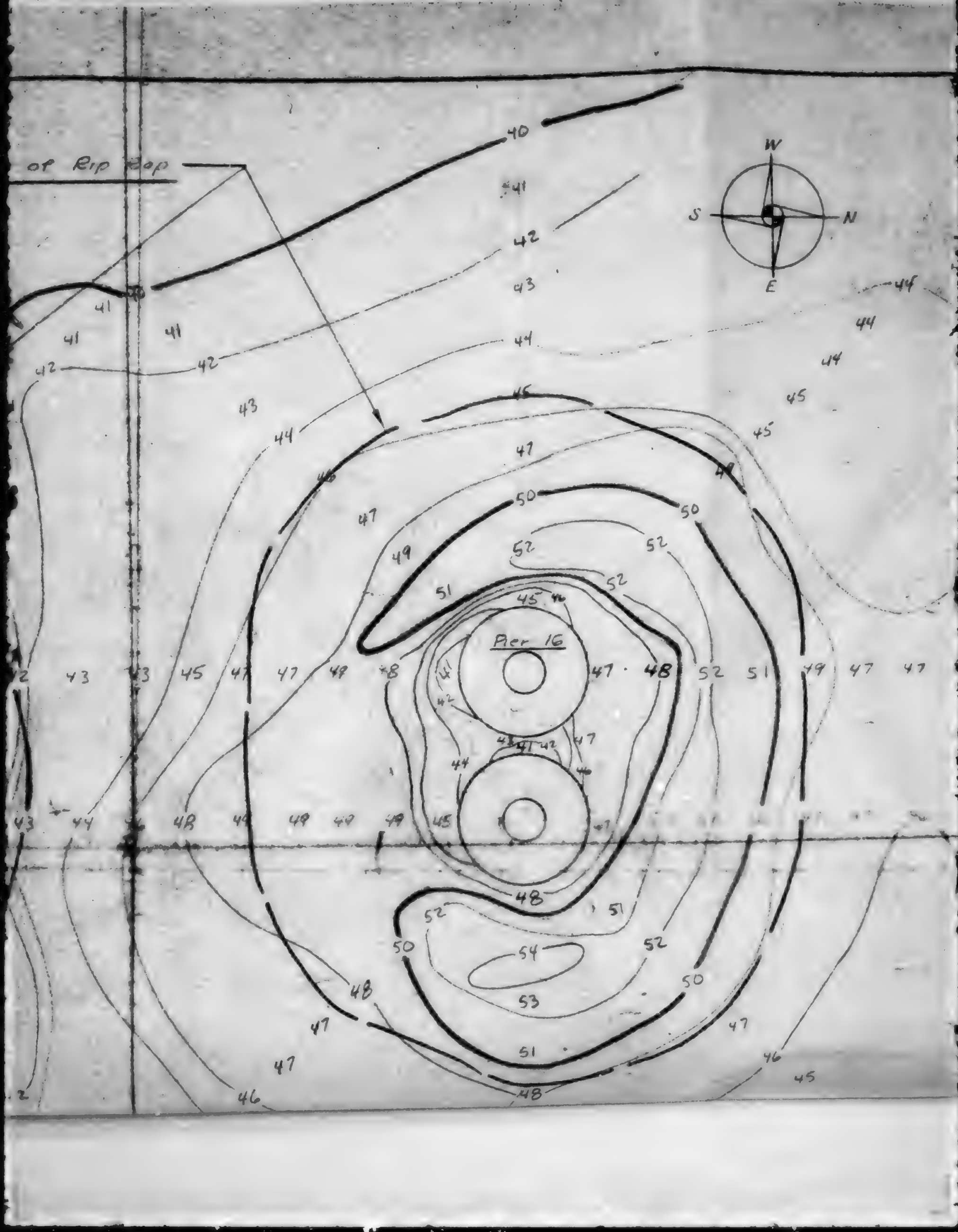
RECEIVED
JUL 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

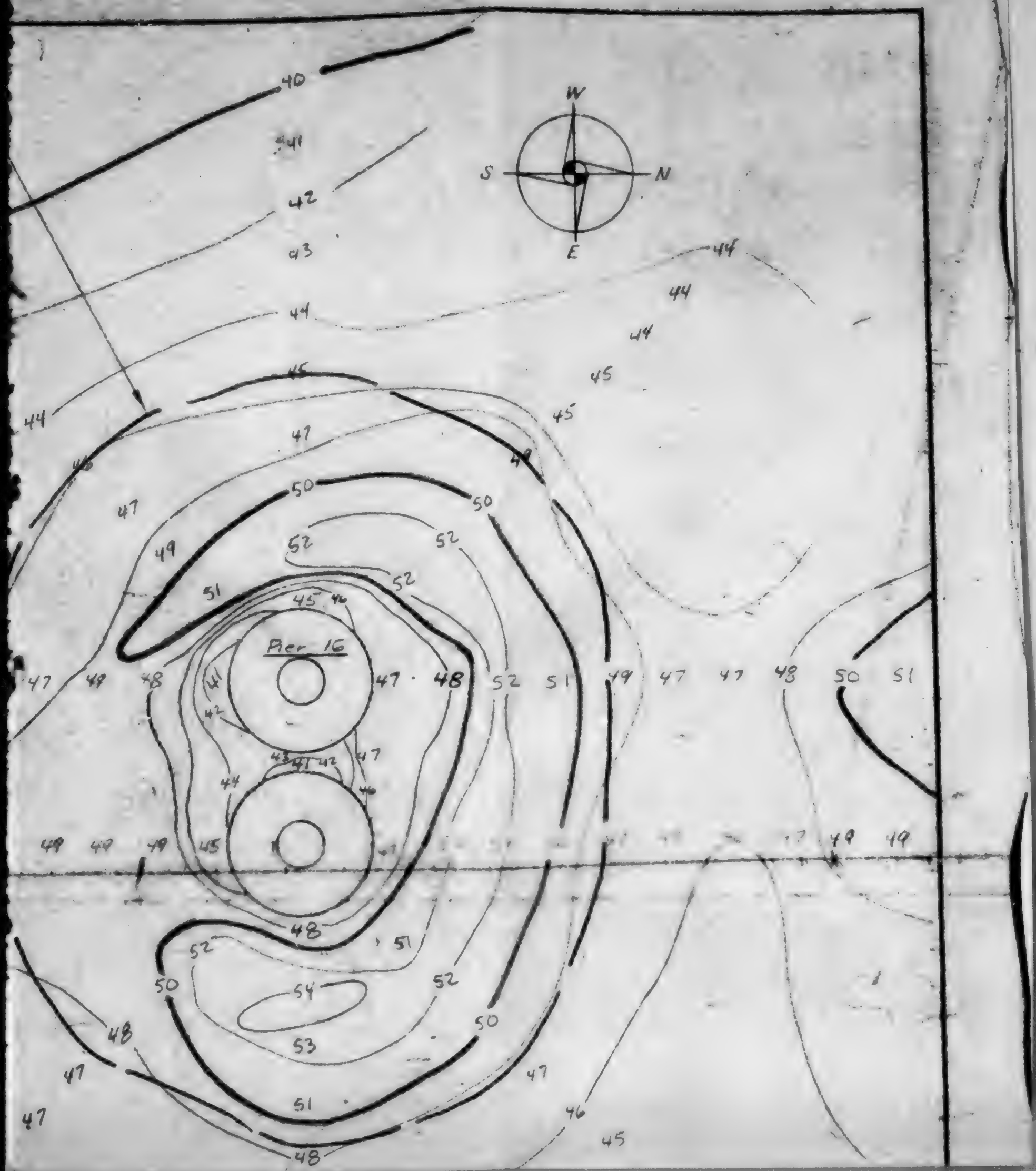
E66

Flood

Range limits of E

Pier 17


of Rip Rap
W
S
N
E
Pier 16


W
S
N
E
Pier 16

Pier 17

Pier 16

38 38 39 40 39 39 41 41 43 46 46 46 44 44 41 43

39 39 40 39 39 41 43 46 46 46 44 44 41 43

38 38 39 40 41 42 43 44 45 47 48 50 47 45 43 42

45 44 43 44 45

43 43 43 43

42 42 42 42

40 39 39 39 41 40 40 40

38

FIRST MAP A

COLUMBIA E

TOPOGRAPHIC

PIE

Note: Bottom of Pier ... are
Pier 16 = -52.0 M S.L
Pier 17 = -55.0 M S.L

Soundings
By Oregon
Sc
Cont
Elevs
Drawn By: E

Pier 16

After Rip Rap Placed

BIA River Bridge Astoria

RAPHIC Map Of River Bottom

Piers 16 & 17

ndings taken May 6, 1965
Oregon State Hwy. Dept.
Scale: 1" = 20'
Contour Int. = 2'
Elevs. Are Minus M.S.L.
By: R Retcher On May 17, 1965.

Note: Horizontal distances measured from [illegible]
This is first map with Rip Rap in place.
Elevations at edge of pier [illegible]
taken from survey point on May 20, 19[illegible]

Pier 16

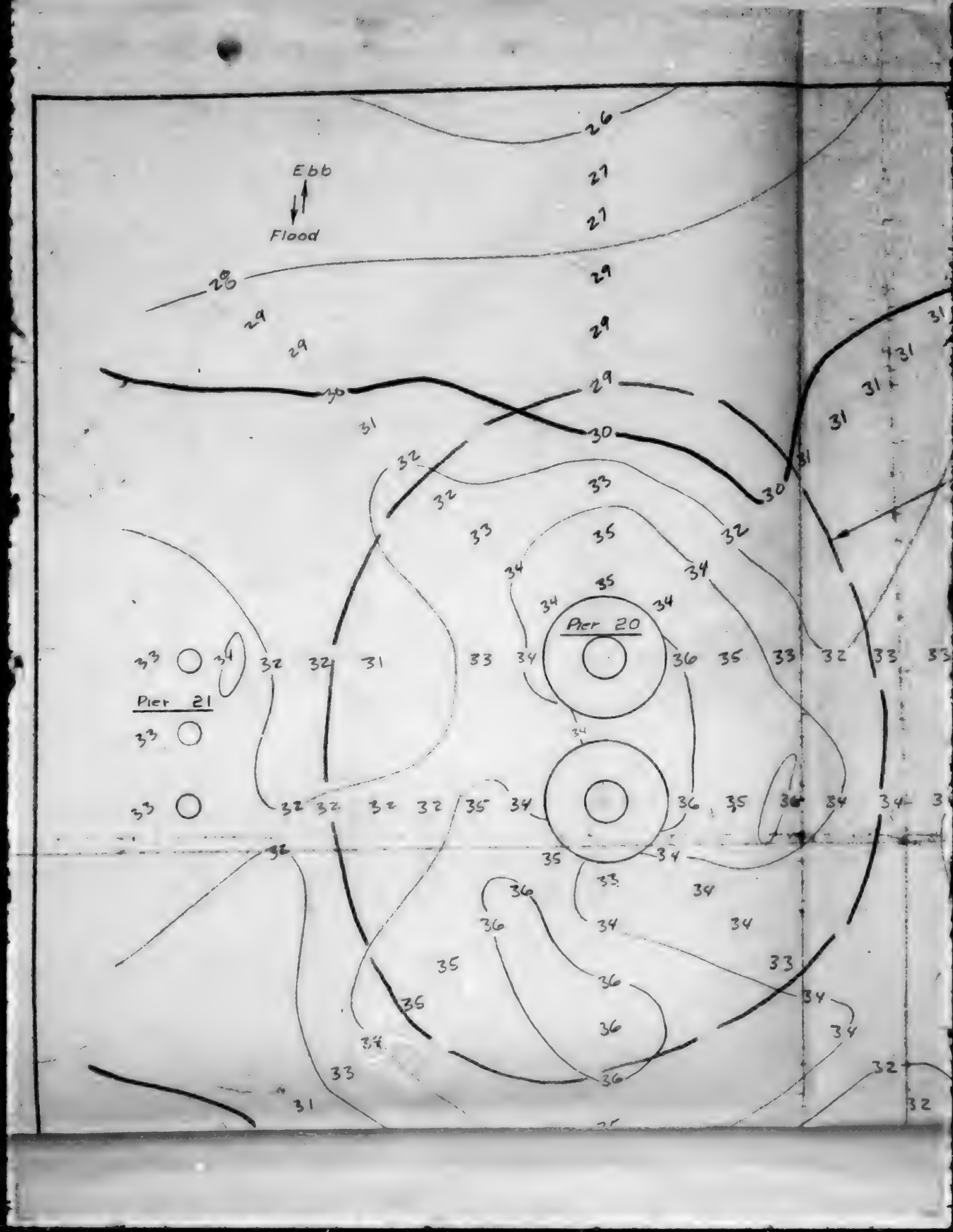
RAP PLACED

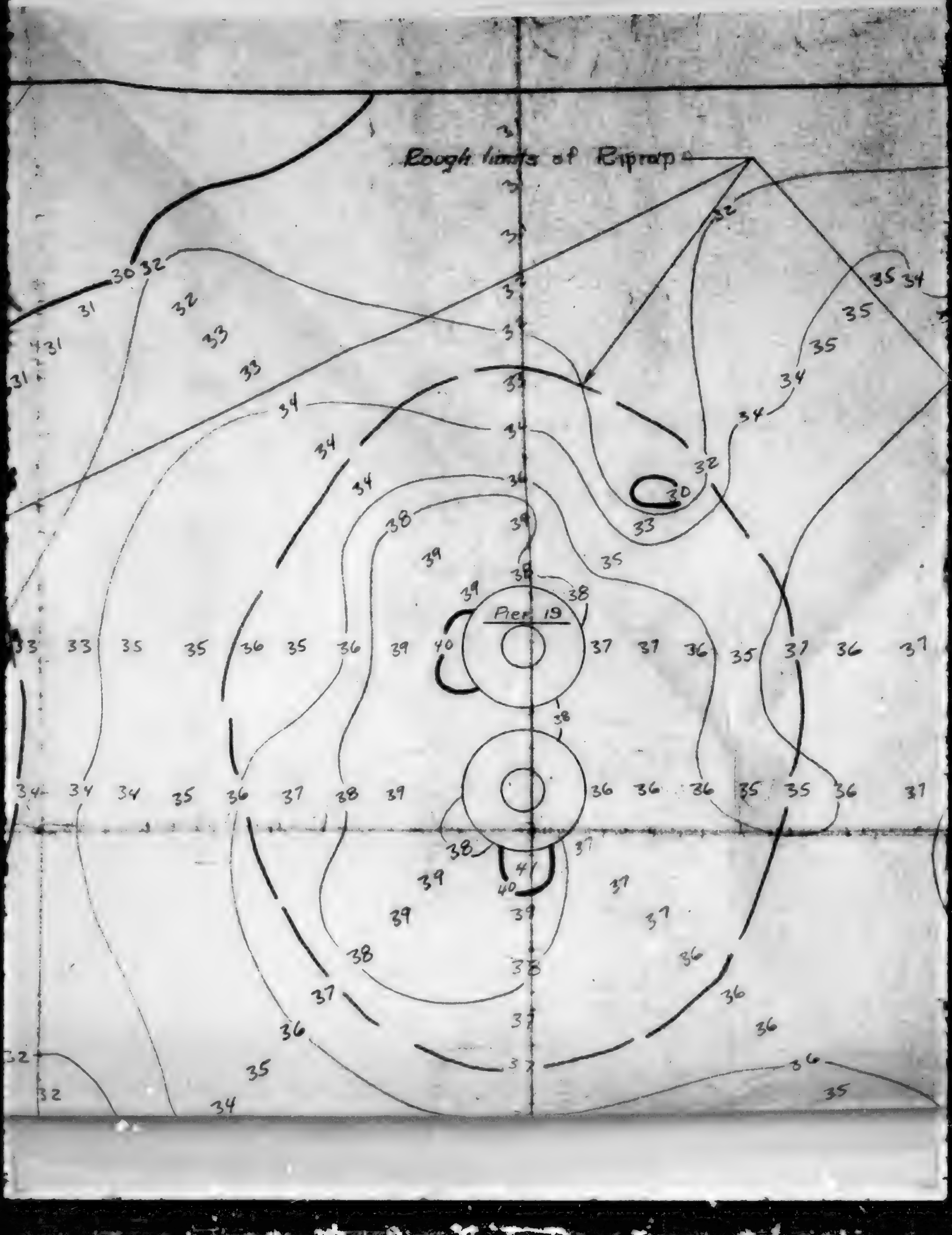
STORIA

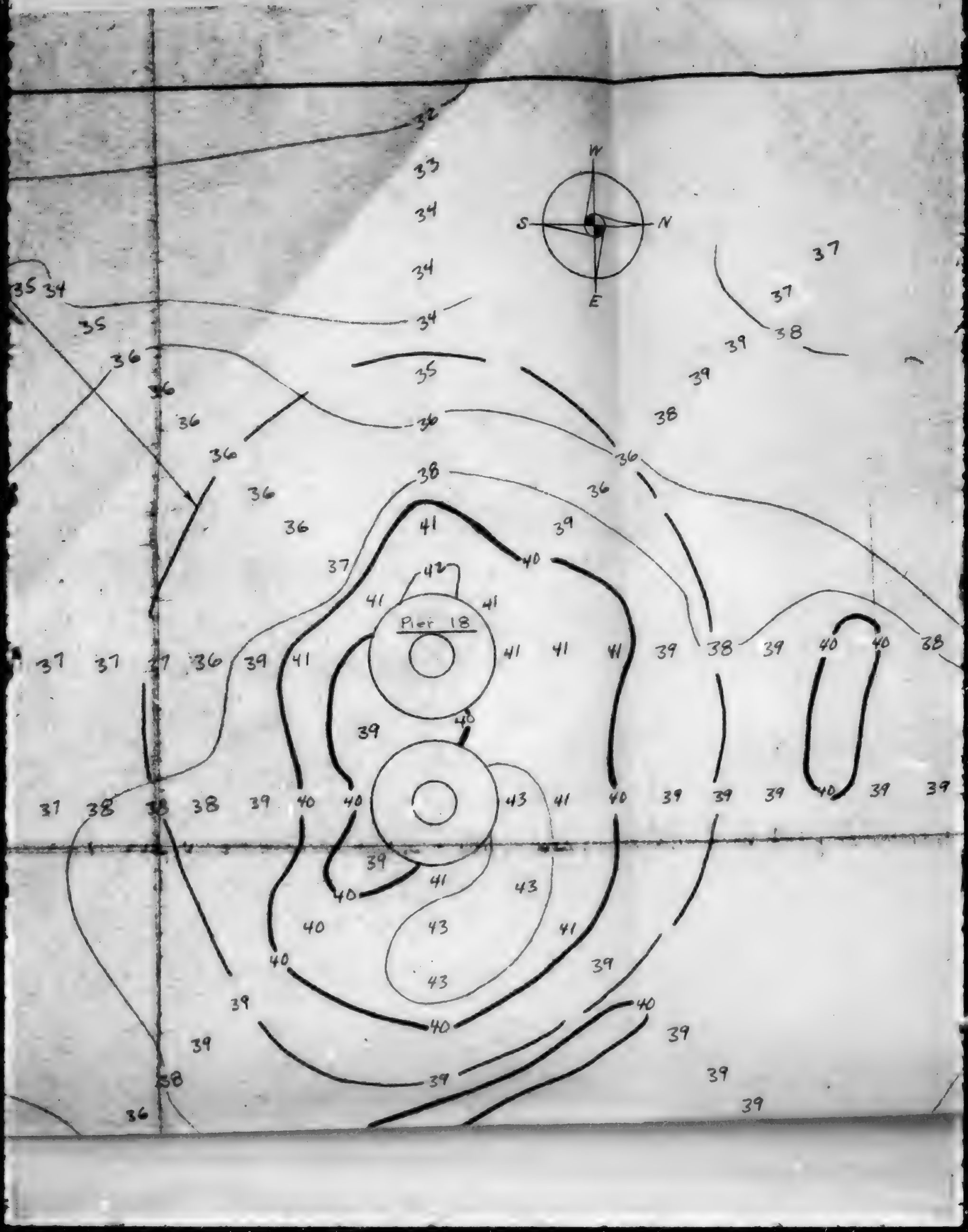
BOTTOM

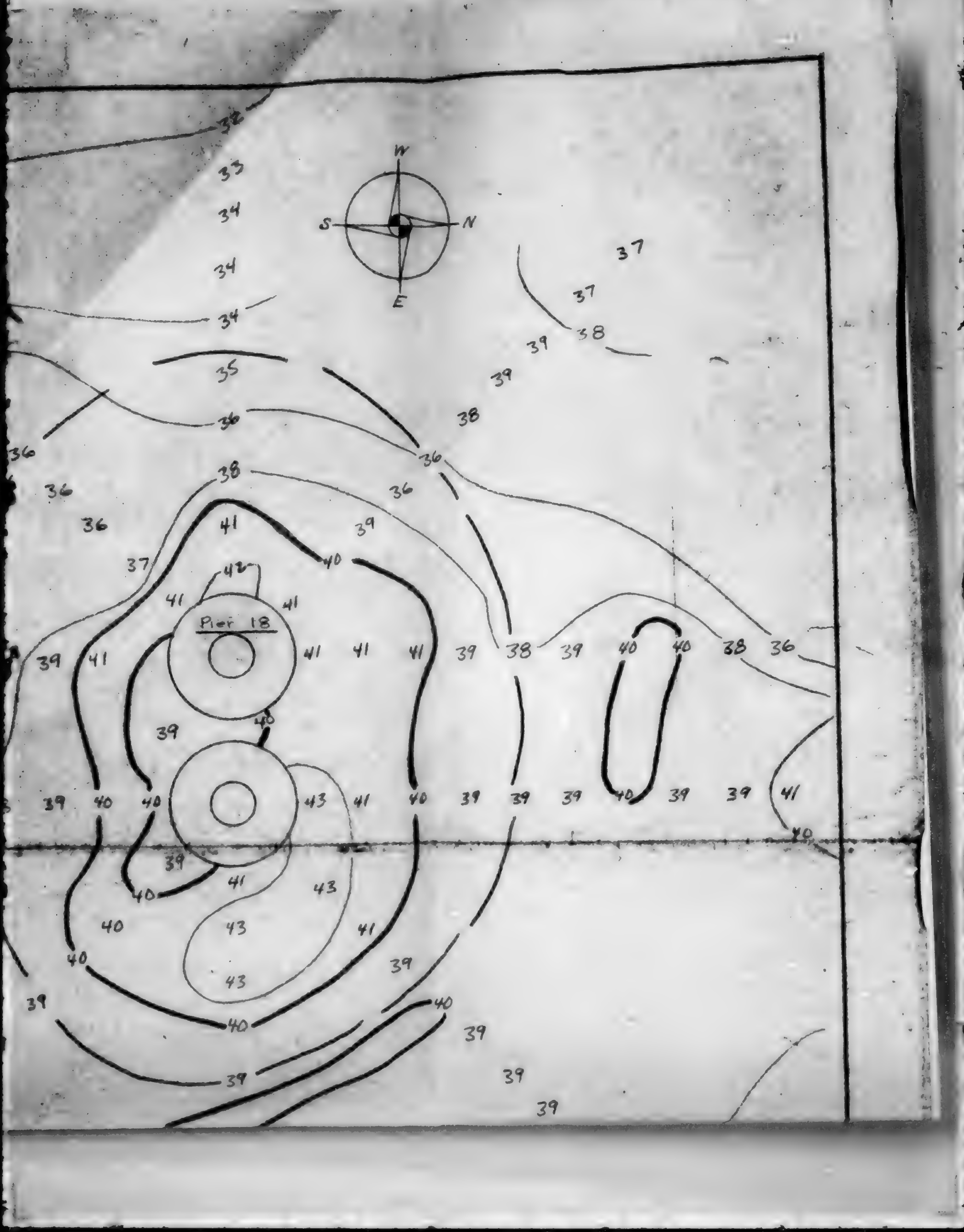
1965.

Note: Horizontal distances measured [illegible] from edge of pier.
This is first survey with Rip Rap in place.
Elevations at edge of pier
taken from survey dated May 20, 1965.


Ebb
Flood
Pier 20
Pier 21


Rough limits of Riprap
Pier 19


W
S
N
E
Pier 18


W
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N
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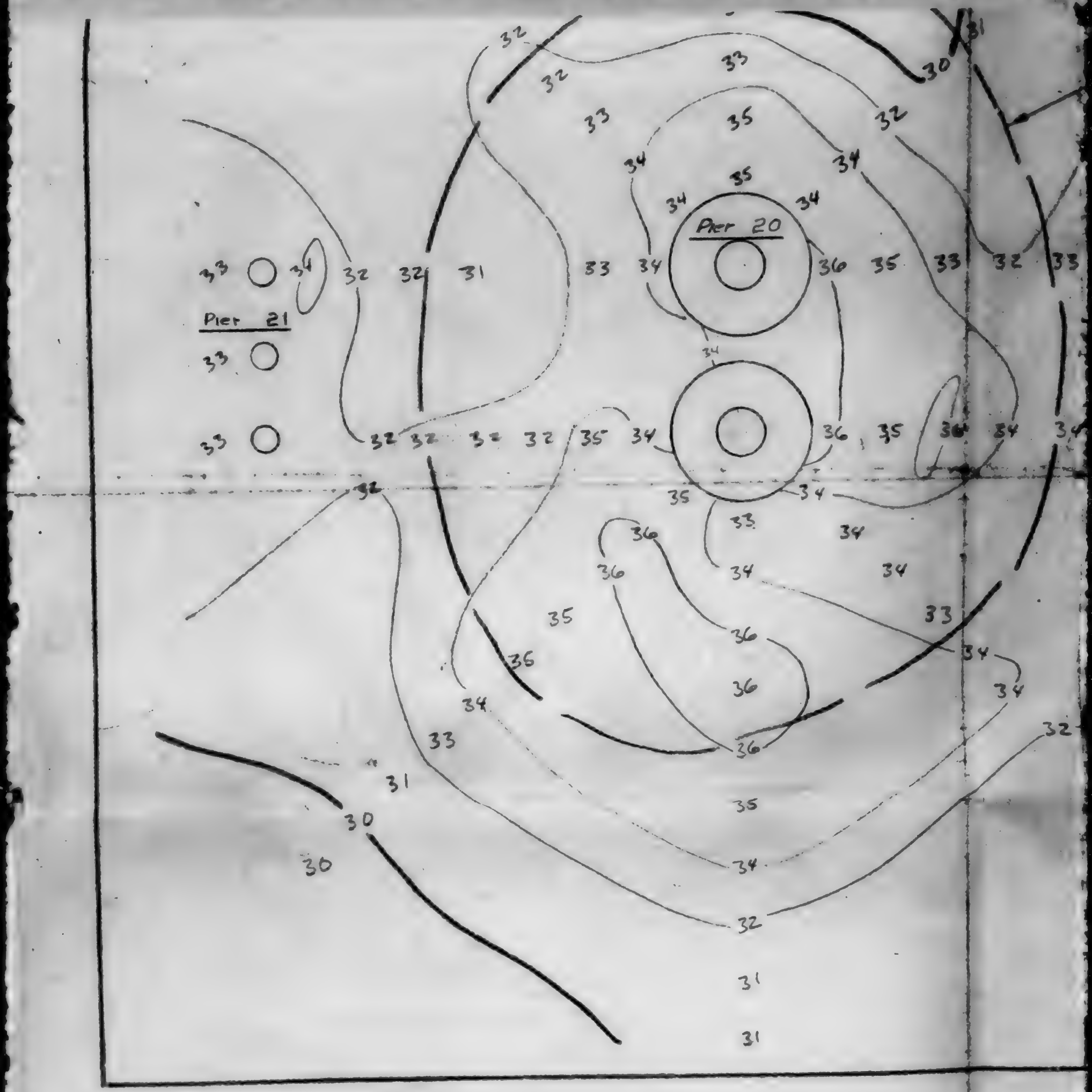
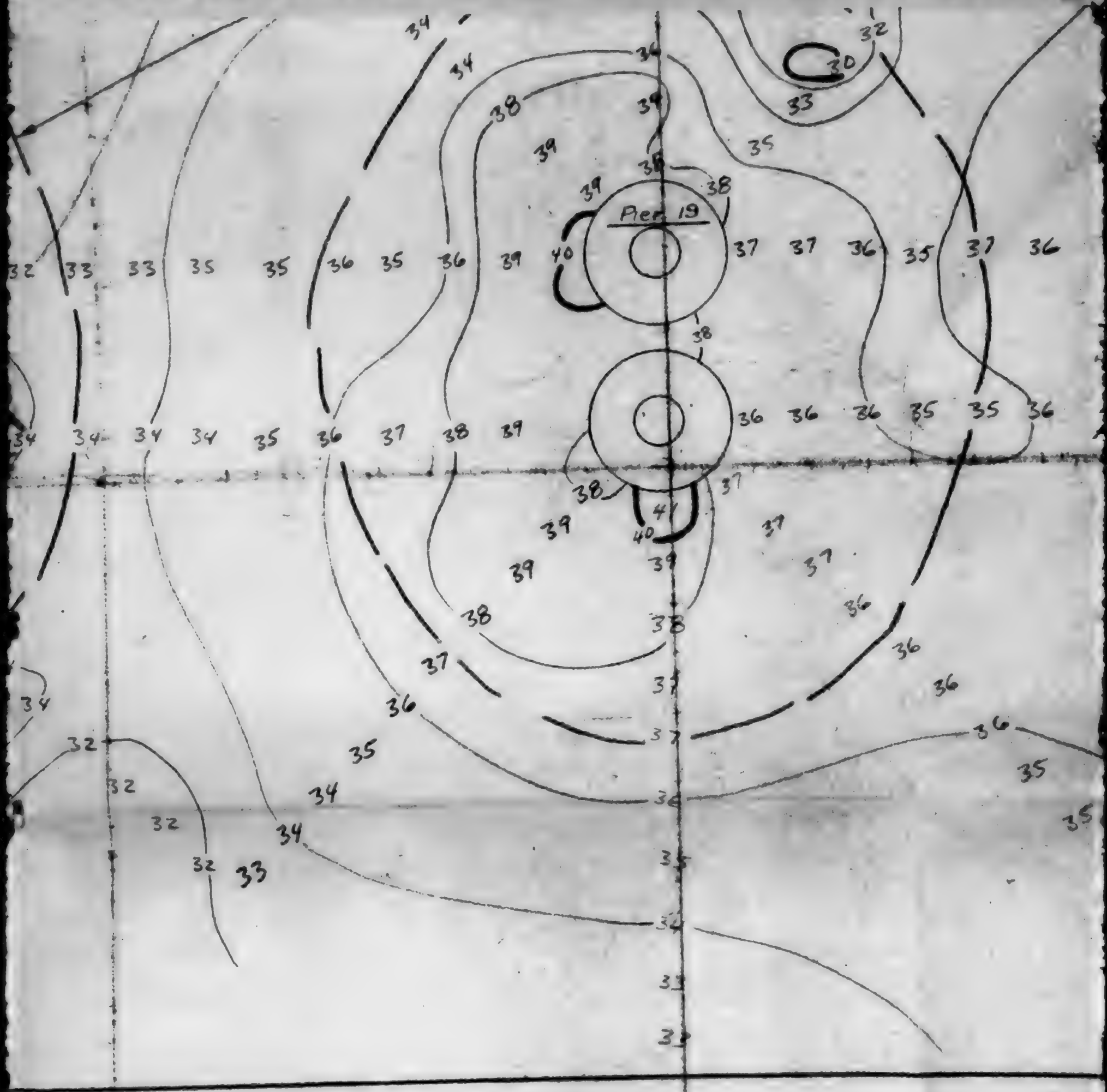
Pier 18



Note: Bottom of pier shell elevations are:
Pier 18 = -50.0 M.S.L.
Pier 19 = -48.0 M.S.L
Pier 20 = -45.0 M.S.L.
All horizontal distances are measured by tape from edge of pier shell column.

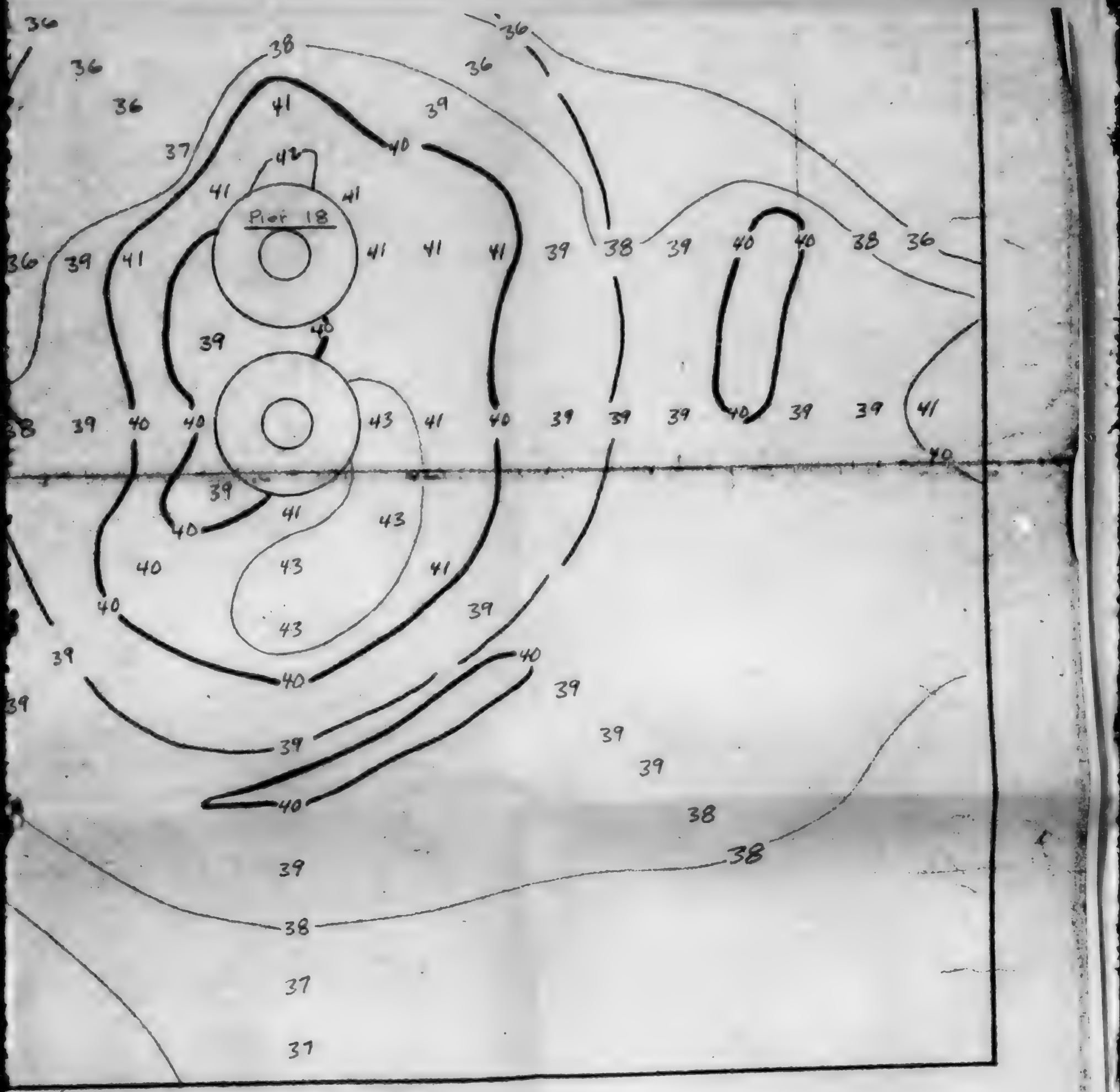


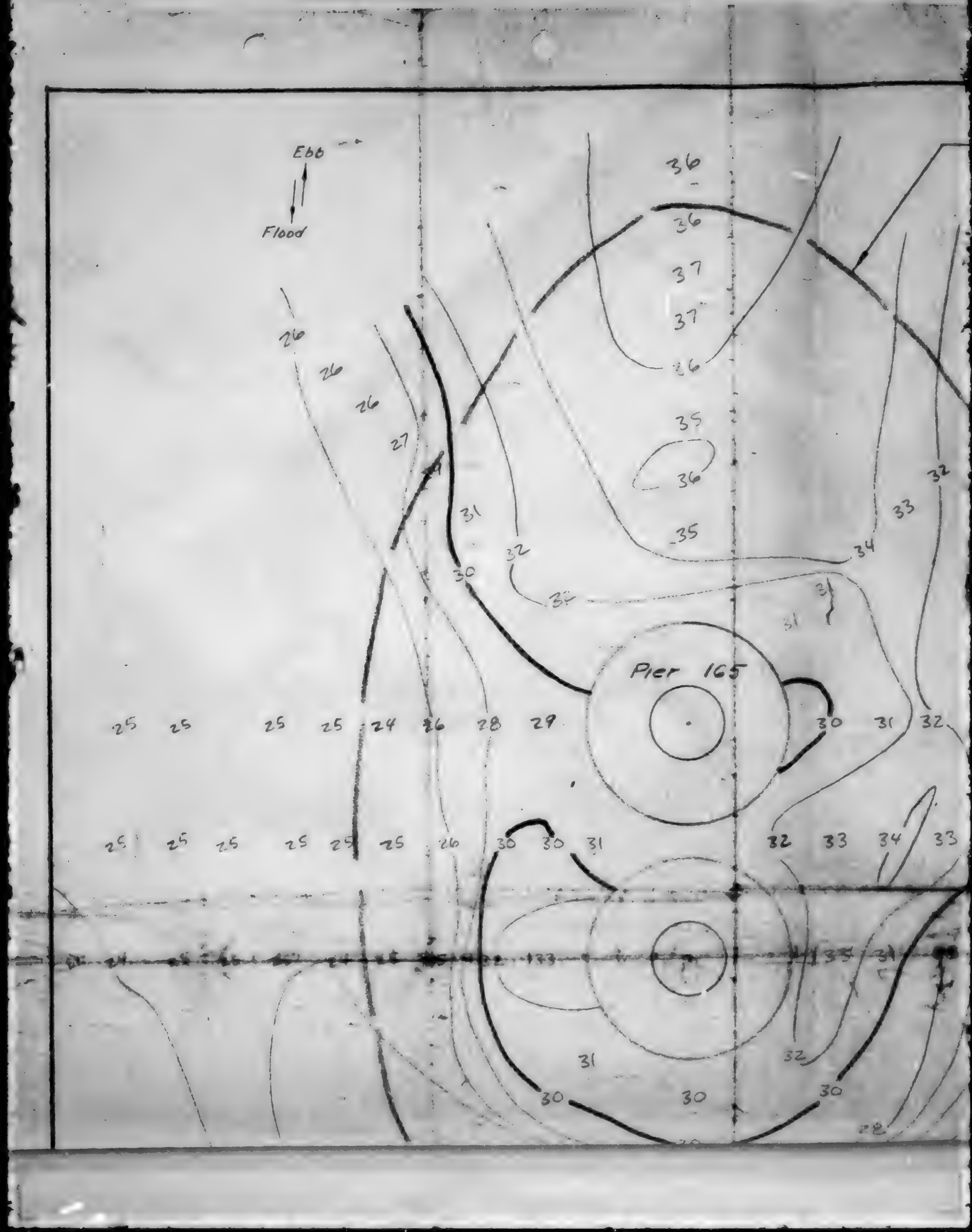
COLUMBIA RIVER BRIDGE ASTORIA

TOPOGRAPHIC MAP OF RIVER BOTTOM
— PIERS 18, 19, 20, & 21. —

Soundings taken on May 6, 1965.
By Oregon State Hwy Dept.
Scale: 1" = 20'.
Contour Int. = 2'.
Elevs. are mins. M.S.L.
Drawn By: R. Belcher On May 26, 1965

Pier 18


Pier 18


Ebb
Flood
Pier 165

Rough limits of Riprap.

Rough limits of Riprap

29
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32 30 26 24 23 24 23
33 30 25 24 22 22 22
20 20 20 20 20
20 20 20 19 20 18 20 25
21 20 20 20 18 22 25
23
26

W
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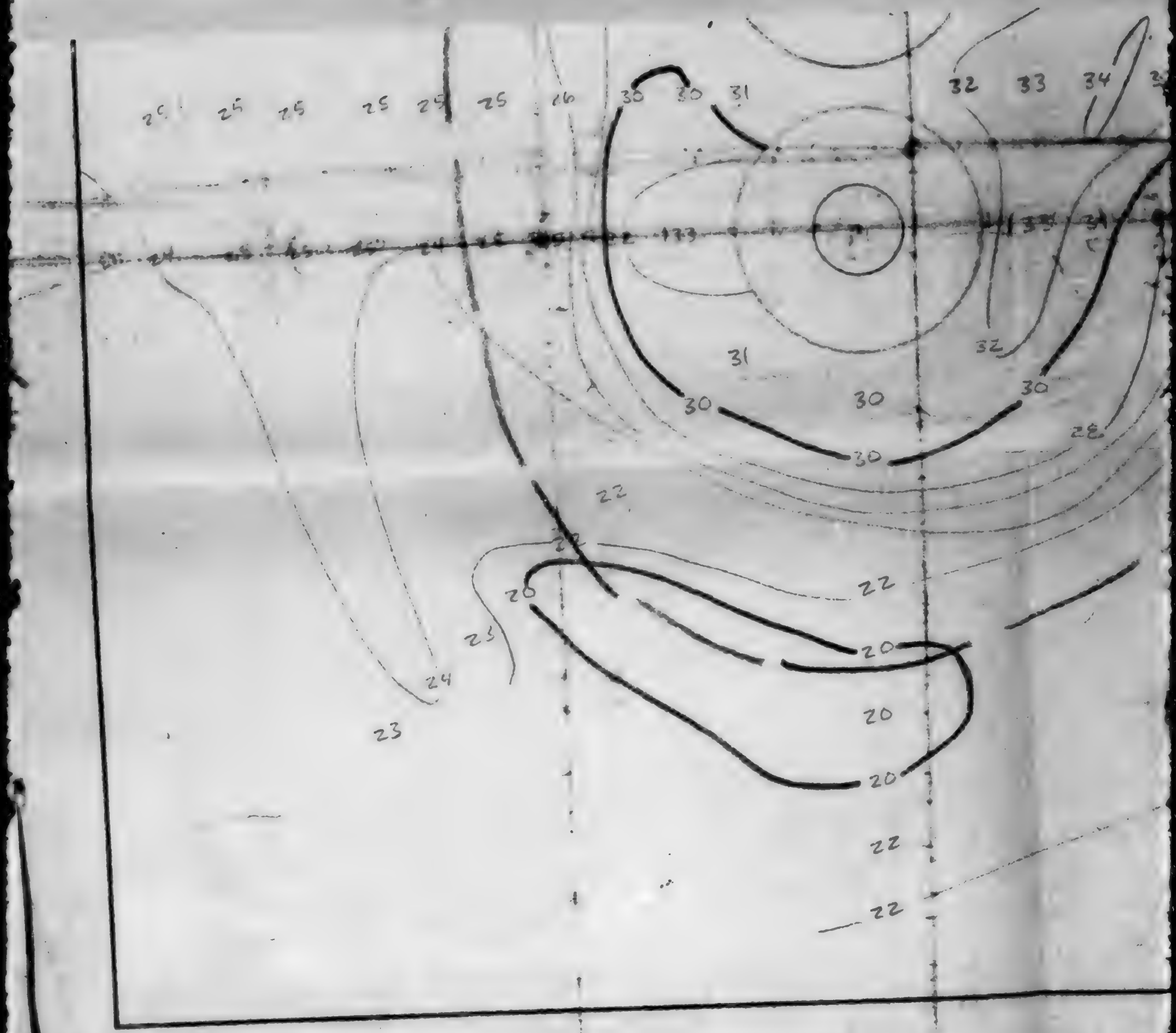
N
E
Pier 164



Note: Bottom of pier shell elevations are:
Pier 164 = -36.0 M.S.L.
Pier 165 = -37.0 M.S.L.

33 34 33 30 25 24 22 22 22

21 20 20 20 19

21

21

21

22

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17

17

18

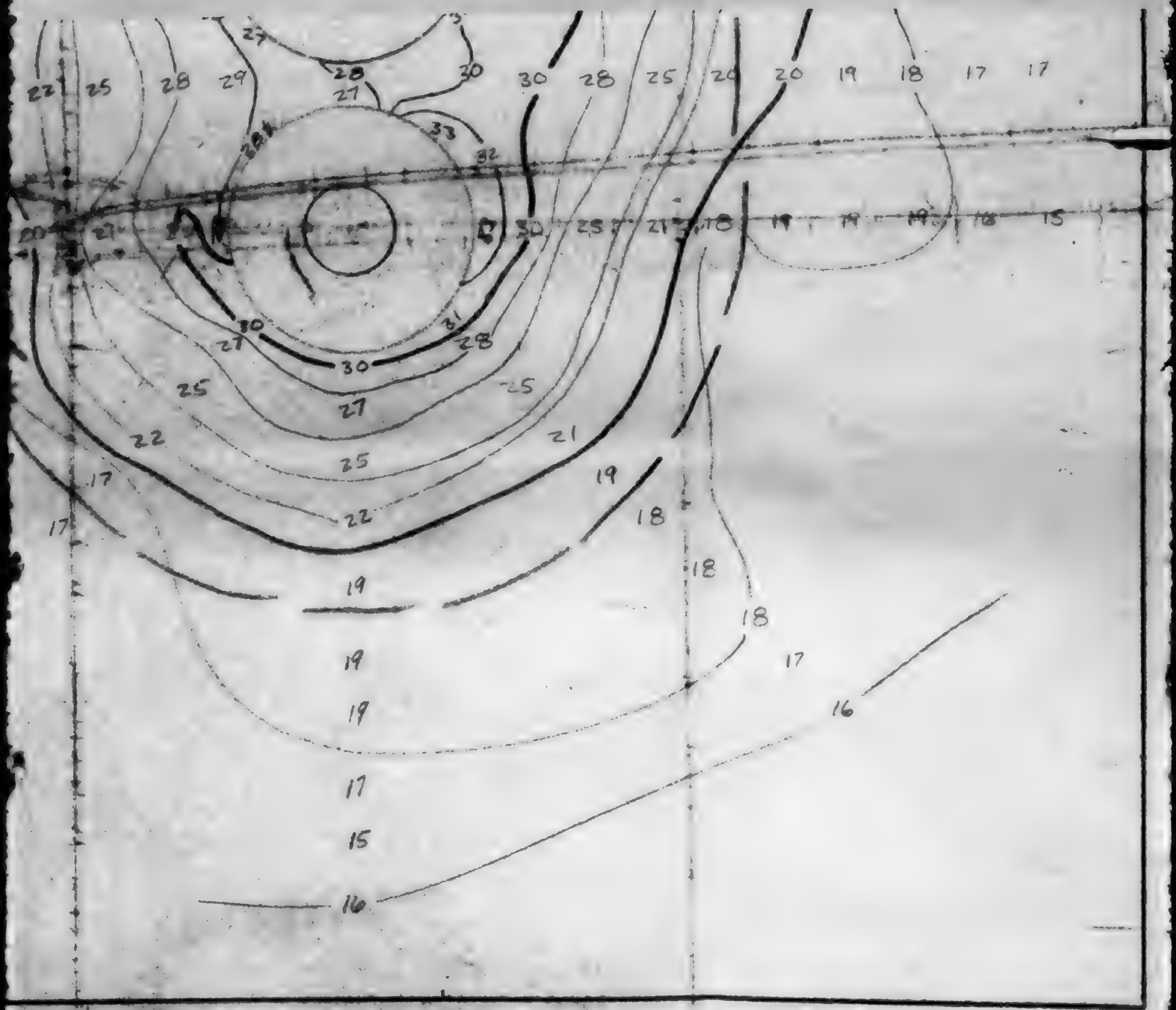
18

COLUMBIA RIVER BRIDGE ASTORIA

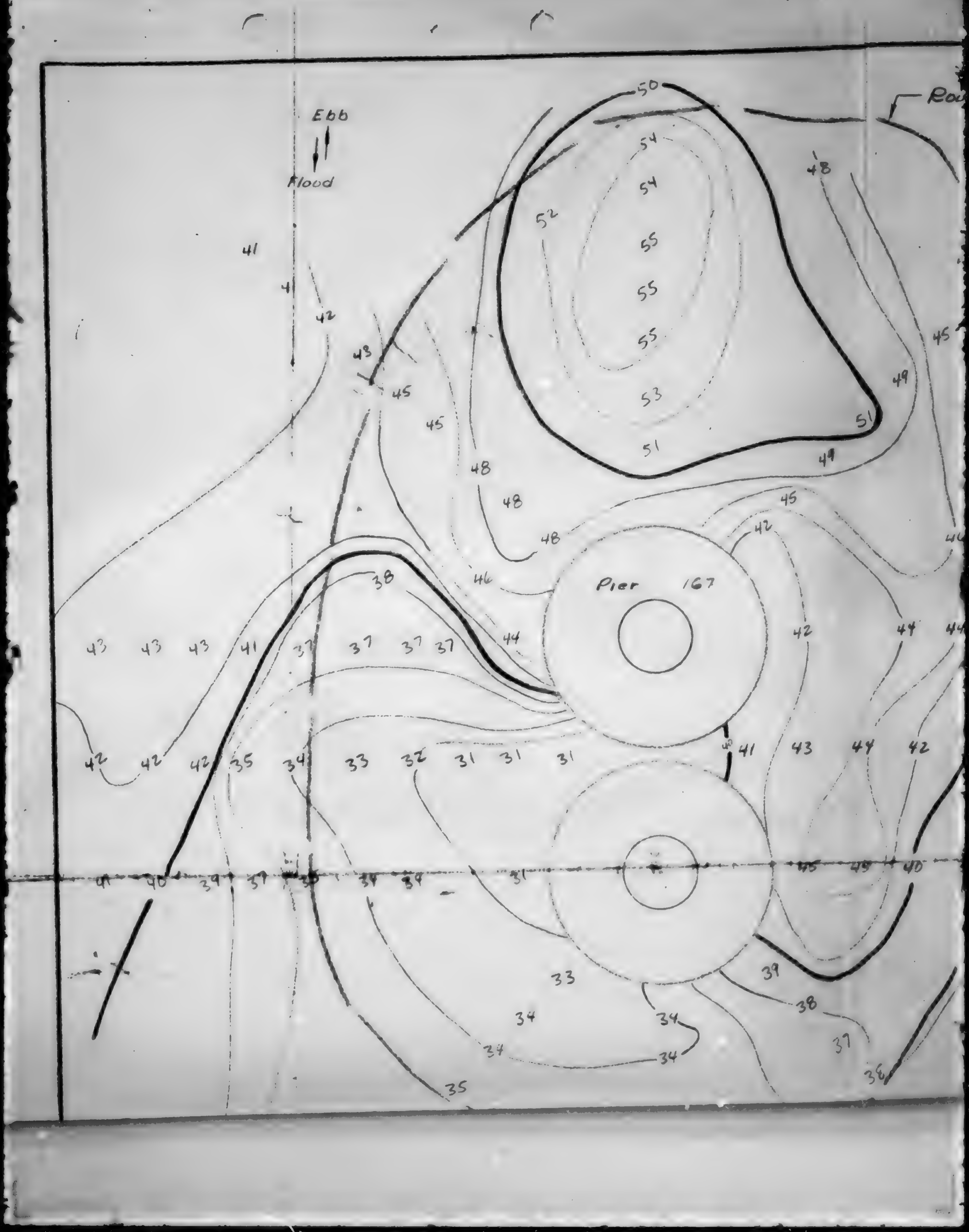
TOPOGRAPHIC MAP OF RIVER BOTTOM.

—— PIERS 164 & 165 ——

Soundings taken on May 11, 1965
By: Oregon State Hwy. Dept.
Elevations are minus "M.S.L."
Scale: 1" = 20'
Contour Int. = 2'
Drawn By: R Belcher On. May 28, 1965.



Note: All horizontal distances are measured by tape from edge of pier.
Elevations at edge of pier shown thus 30 are from divers' report of May 19, 1965.


Ebb
Flood
Pier 167
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41 41 43 44 42
41 40 39 37 35 34 34 31
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Rough limits of Riprap

Rough limits of Riprap

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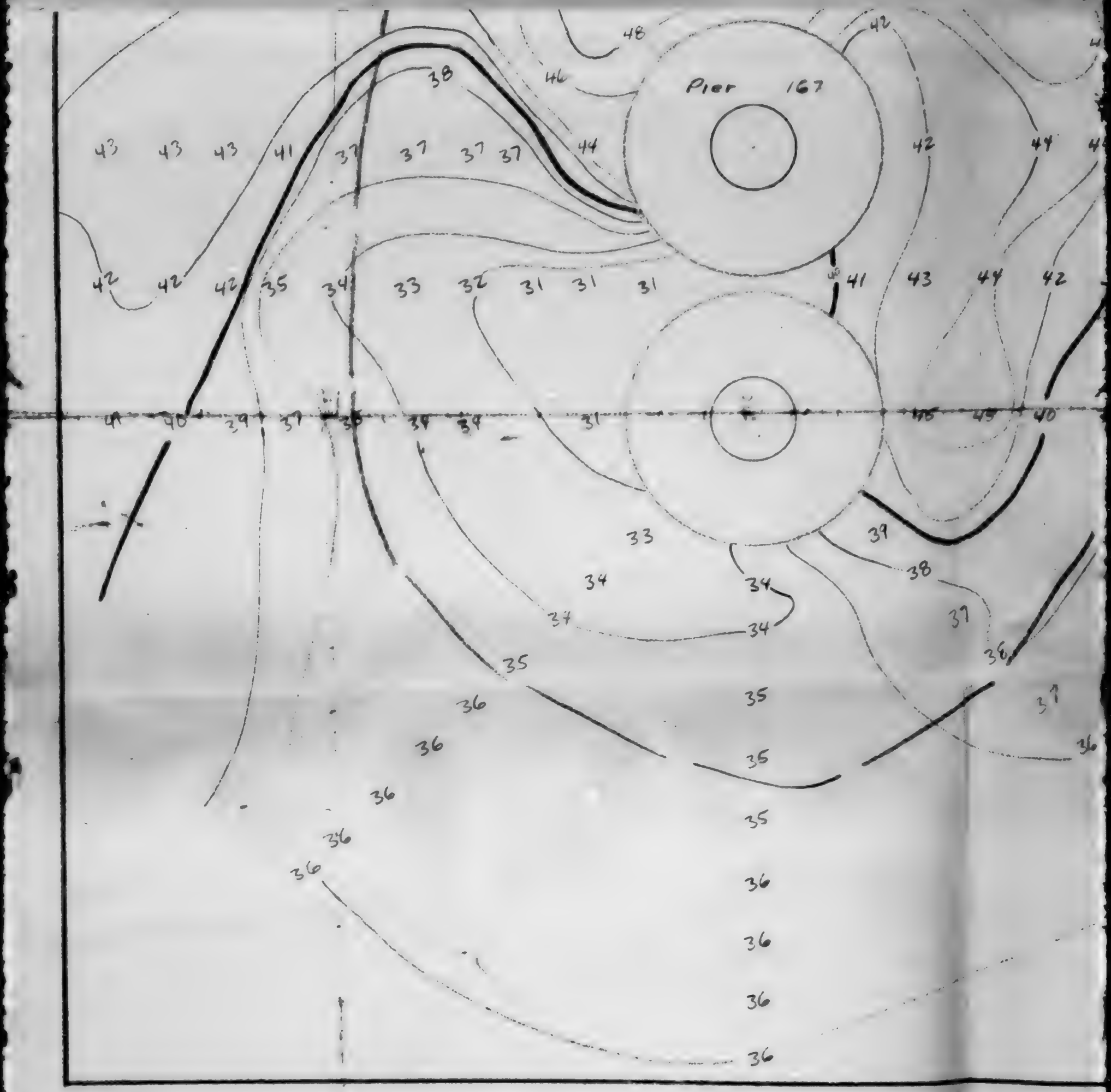
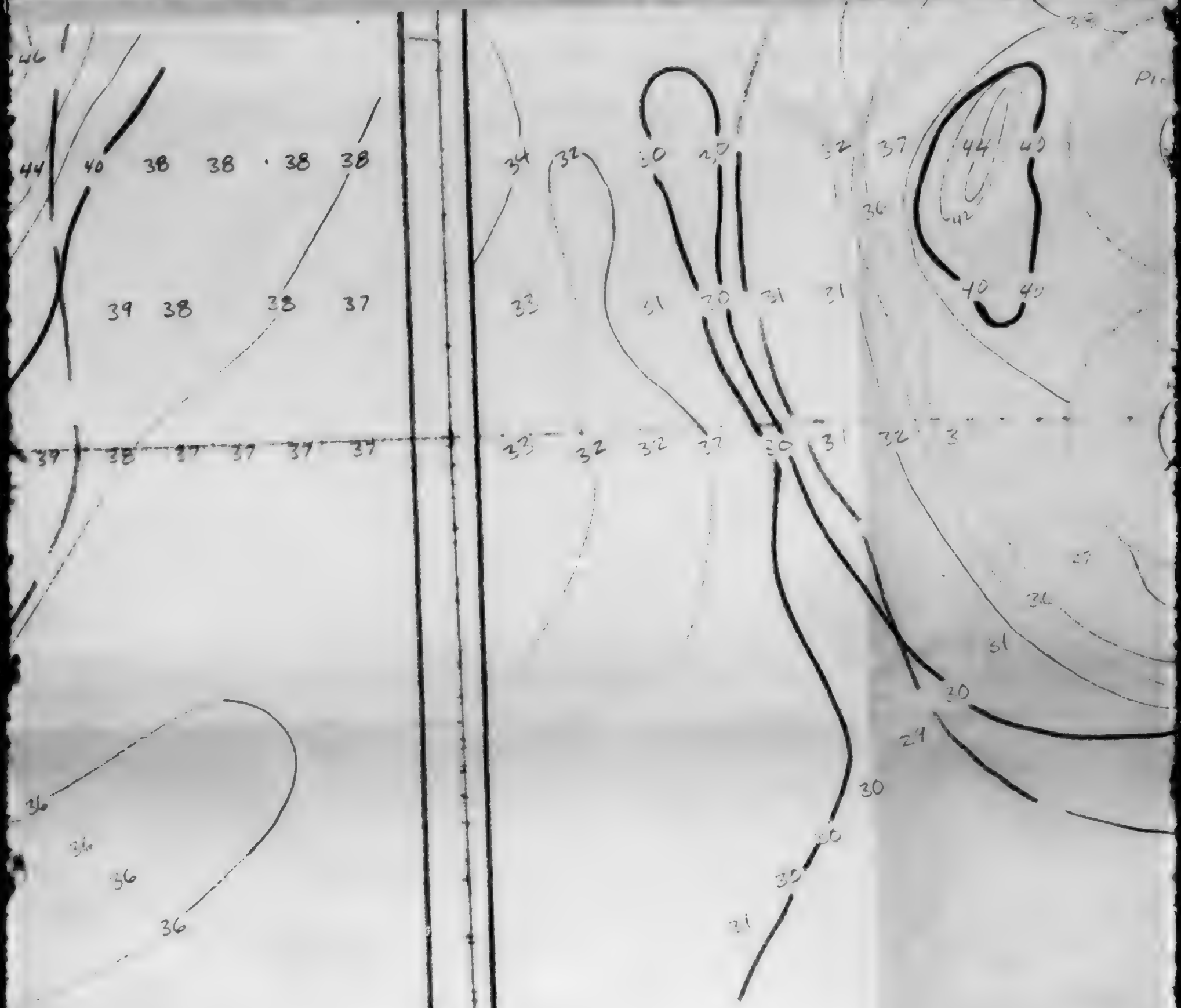


Note: Bottom of [illegible] elevations are:
Pier 166 - 47.0
Pier 167 - 53.0

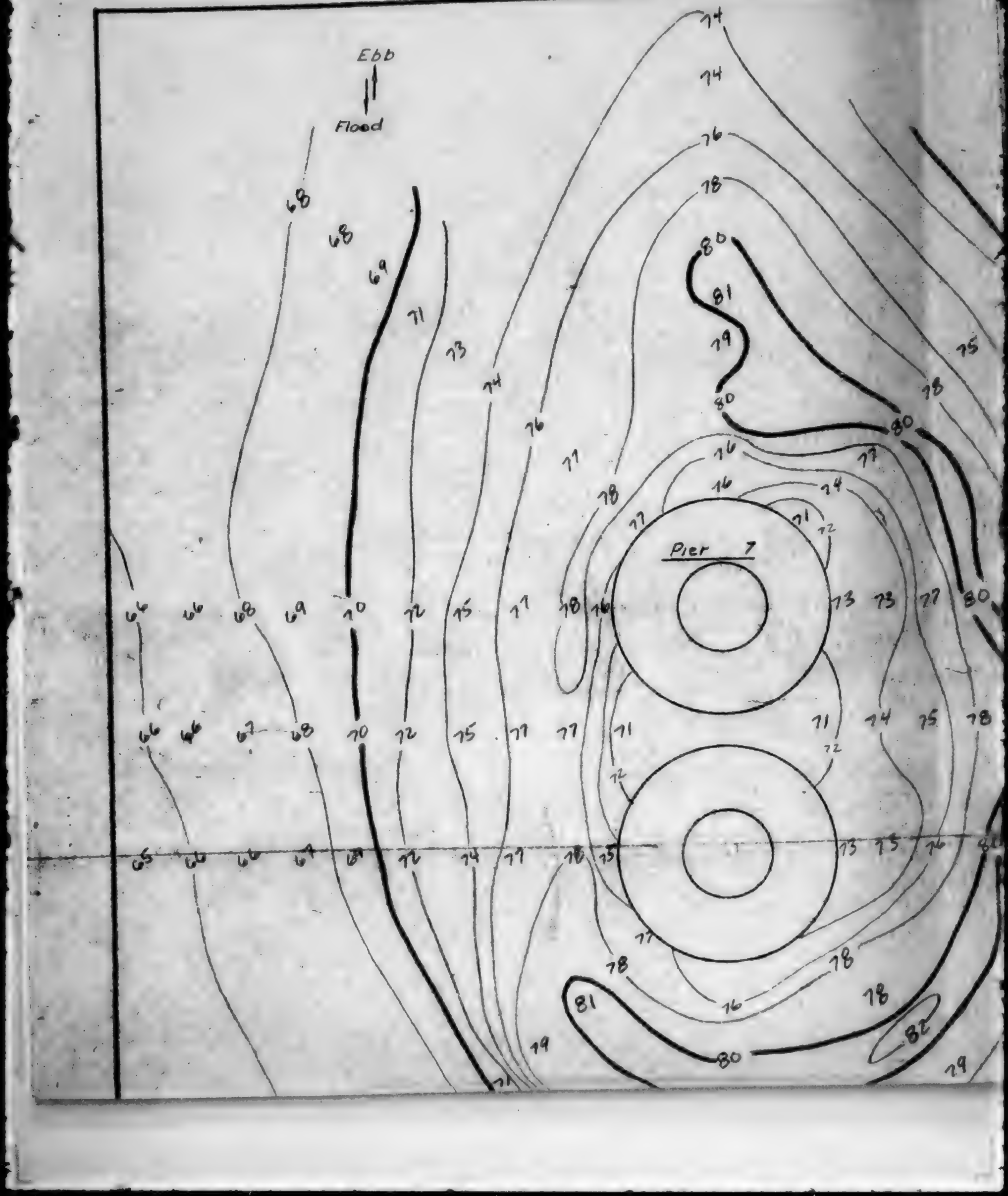


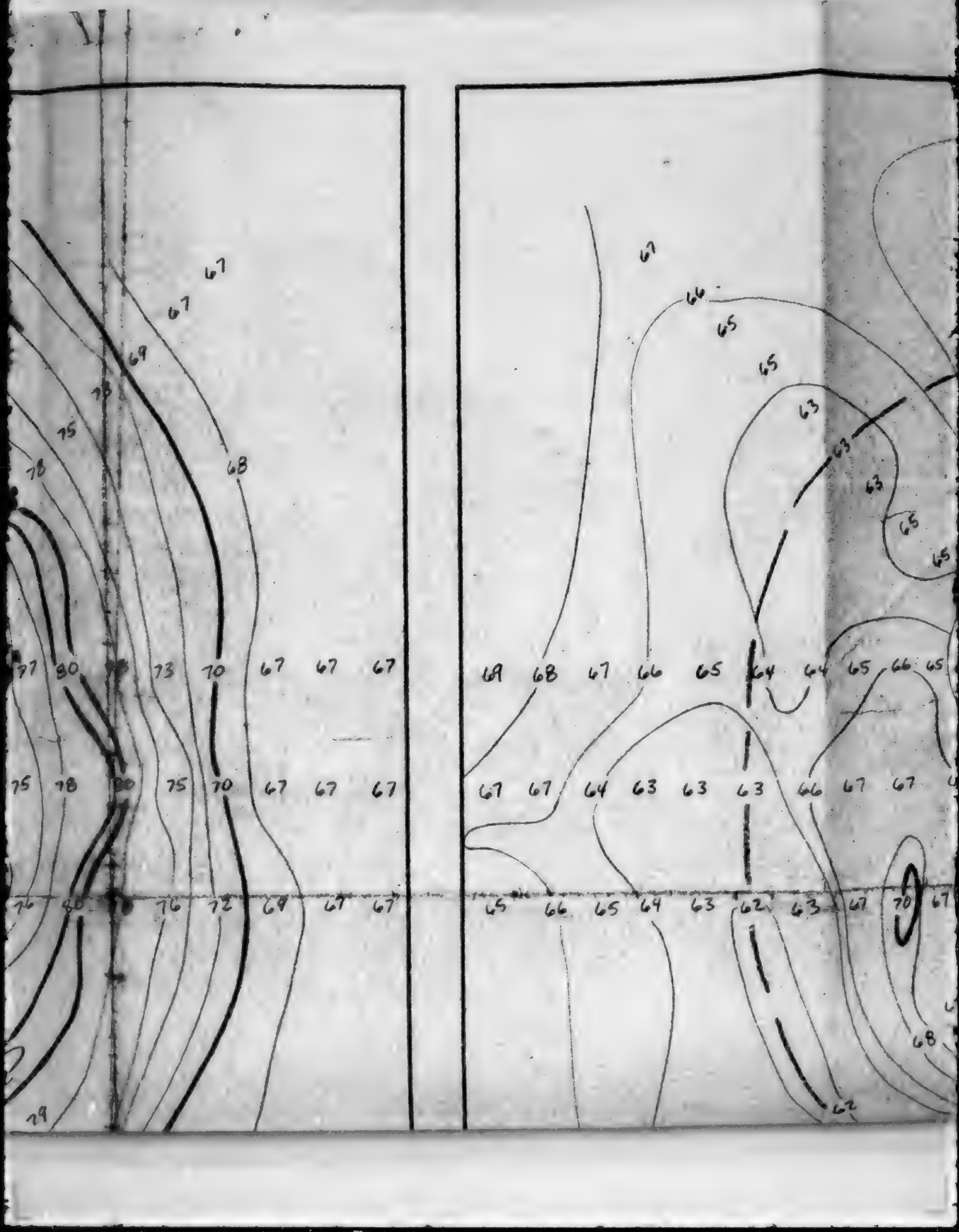
COLUMBIA RIVER BRIDGE PIERS

TOPOGRAPHIC MAP OF RIVER BOTTOM
PIERS 166 & 167

Soundings taken May 11, 1965
By Oregon State Hwy. Dept.
Scale 1" = 20'
Contour Int. = 2'
Elevs. Are Minus M.S.L.
Drawn By: R Belcher On May 27, 1965

Note: All horizontal distances are measured by tape from edge of pier shown thus.


Ebb
Flood
Pier 7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75 78 75 70 67 67 67
76 80 76 72 69 67 67
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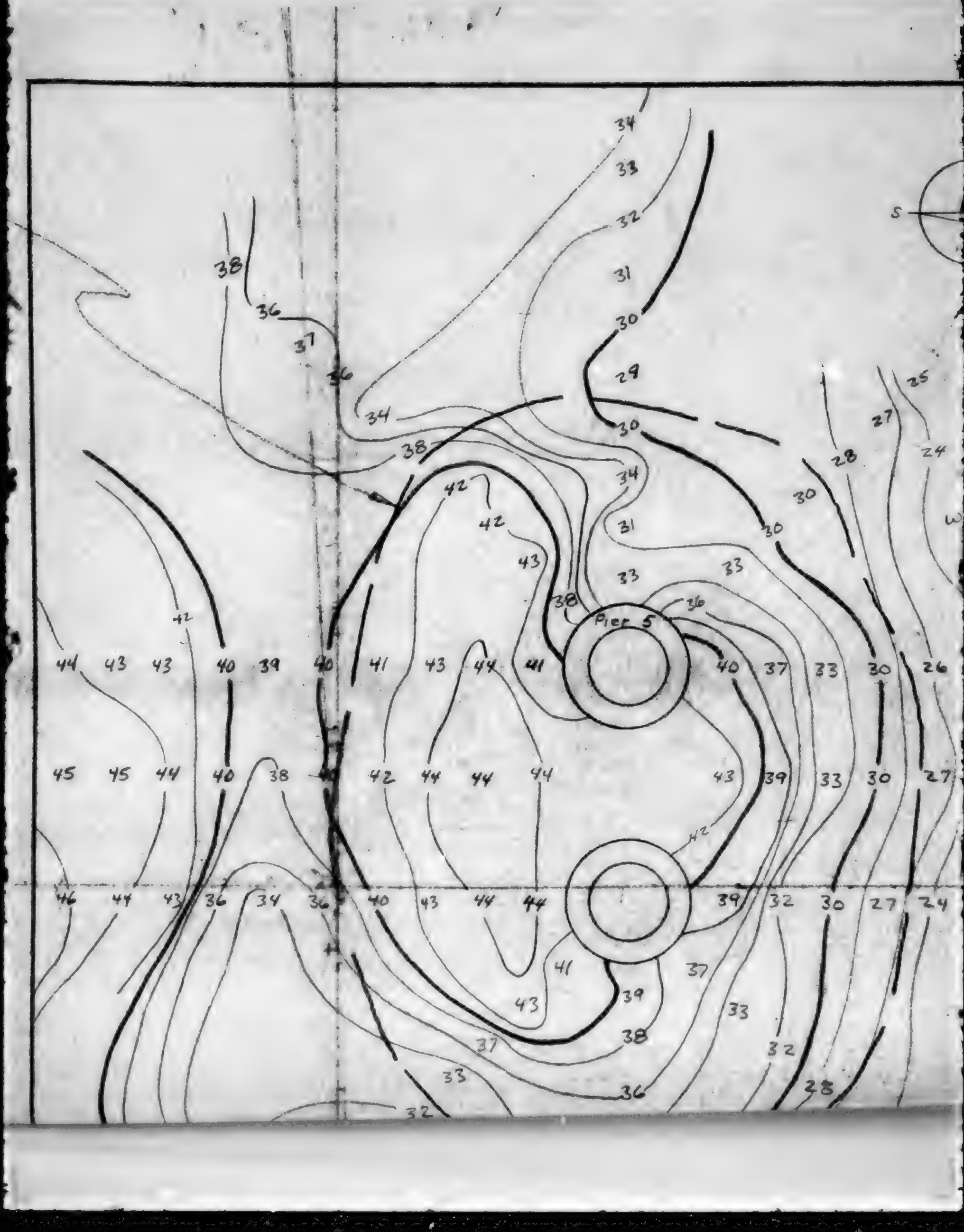
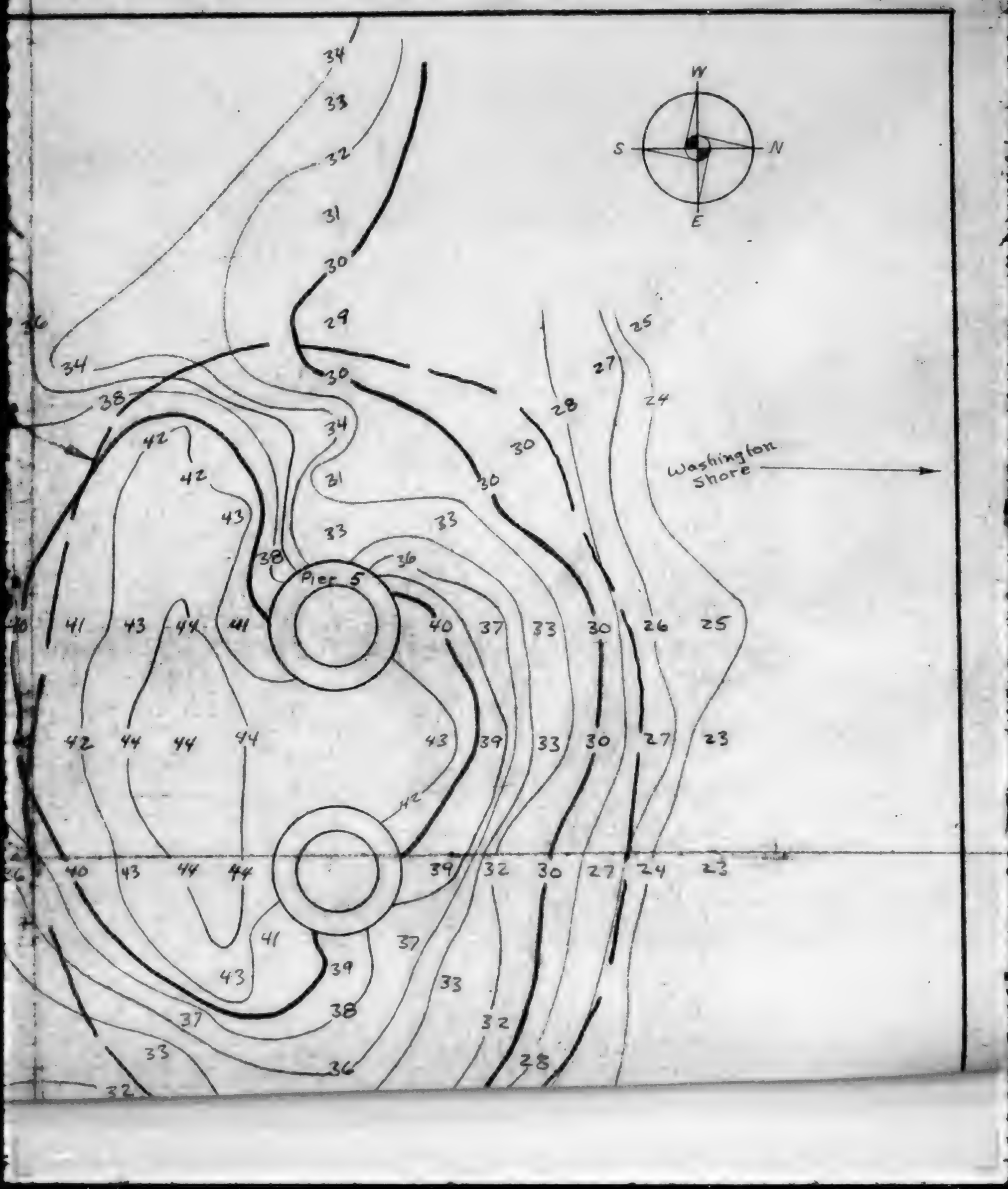
69 68 67 66 65 64 64 65 66 65
67 67 64 63 63 63 66 67 67
65 66 65 64 63 62 63 67 70 67
68
62

Rough limits of rip rap

Pier 6


Pier 5
S
W


W
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25
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Washington Shore
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Pier 5
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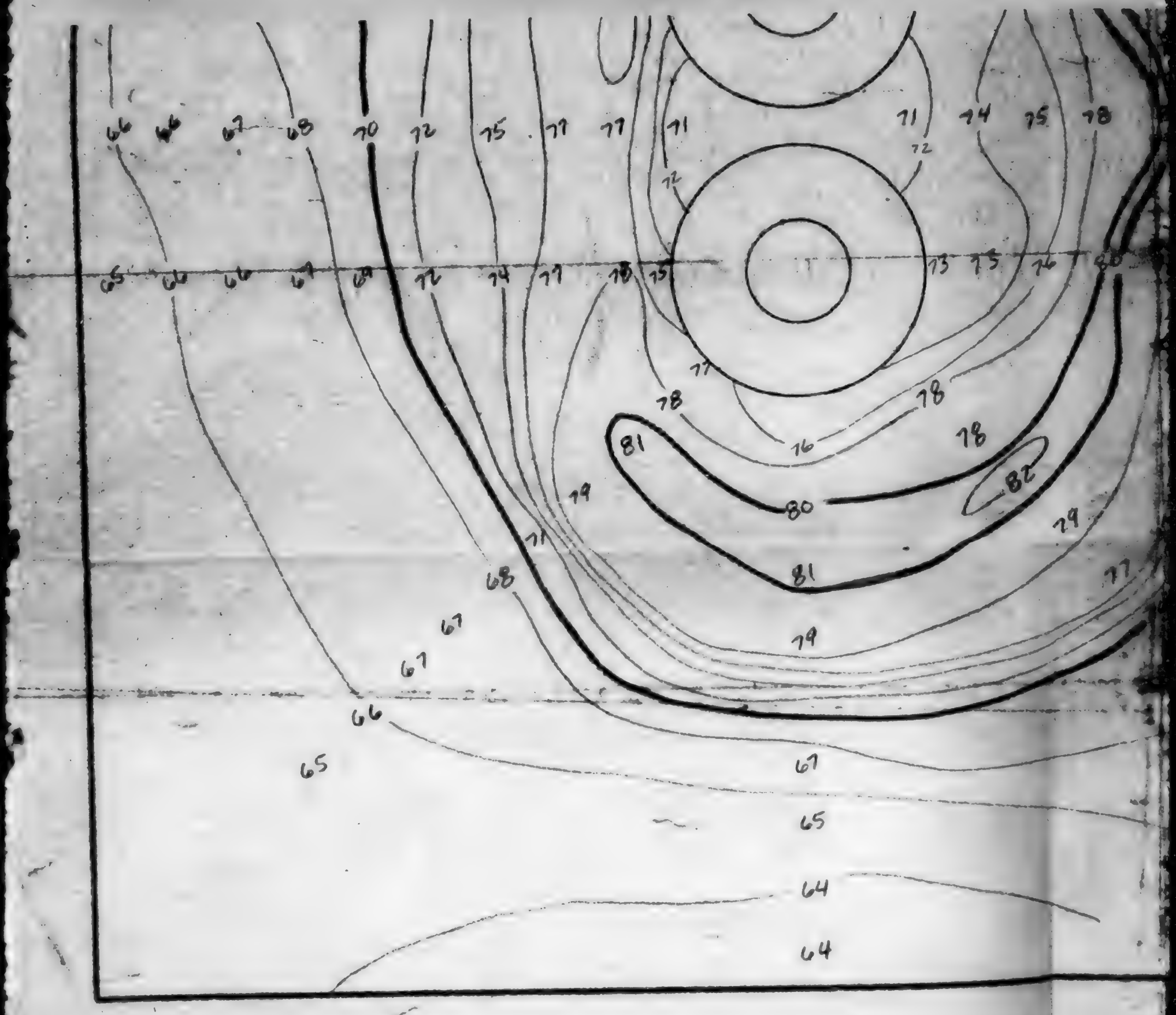


Note: Bottom of pier shell elevations are :
Pier 5 = -97.0 M.S.L.
Pier 6 = -73.0 M.S.L.
Pier 7 = -79.0 M.S.L.

ons are :

COLUMBIA

TOPOGRAPH

Sounding

By Or

Eleva

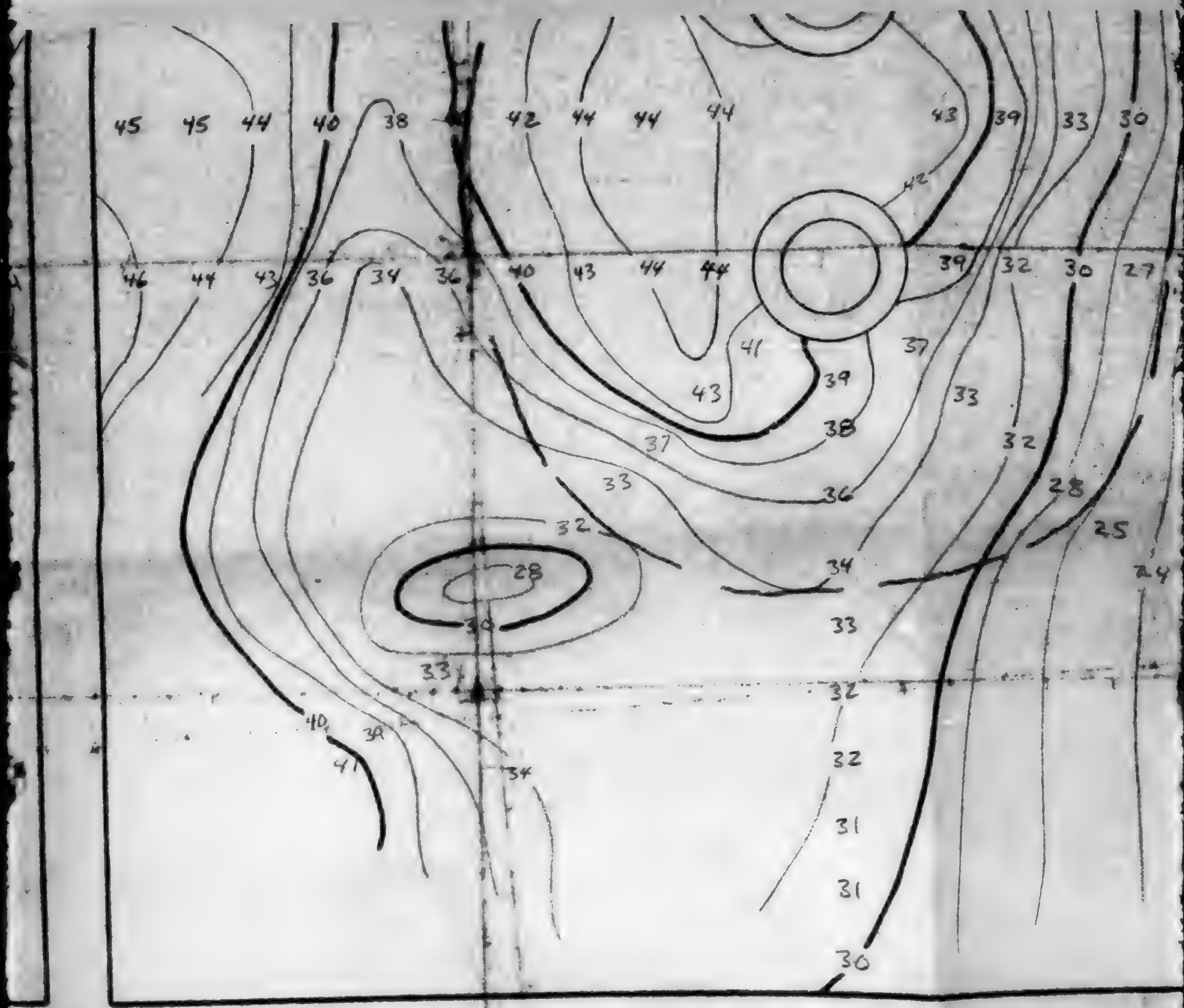
Drawn By: K

Columbia River Bridge Astoria

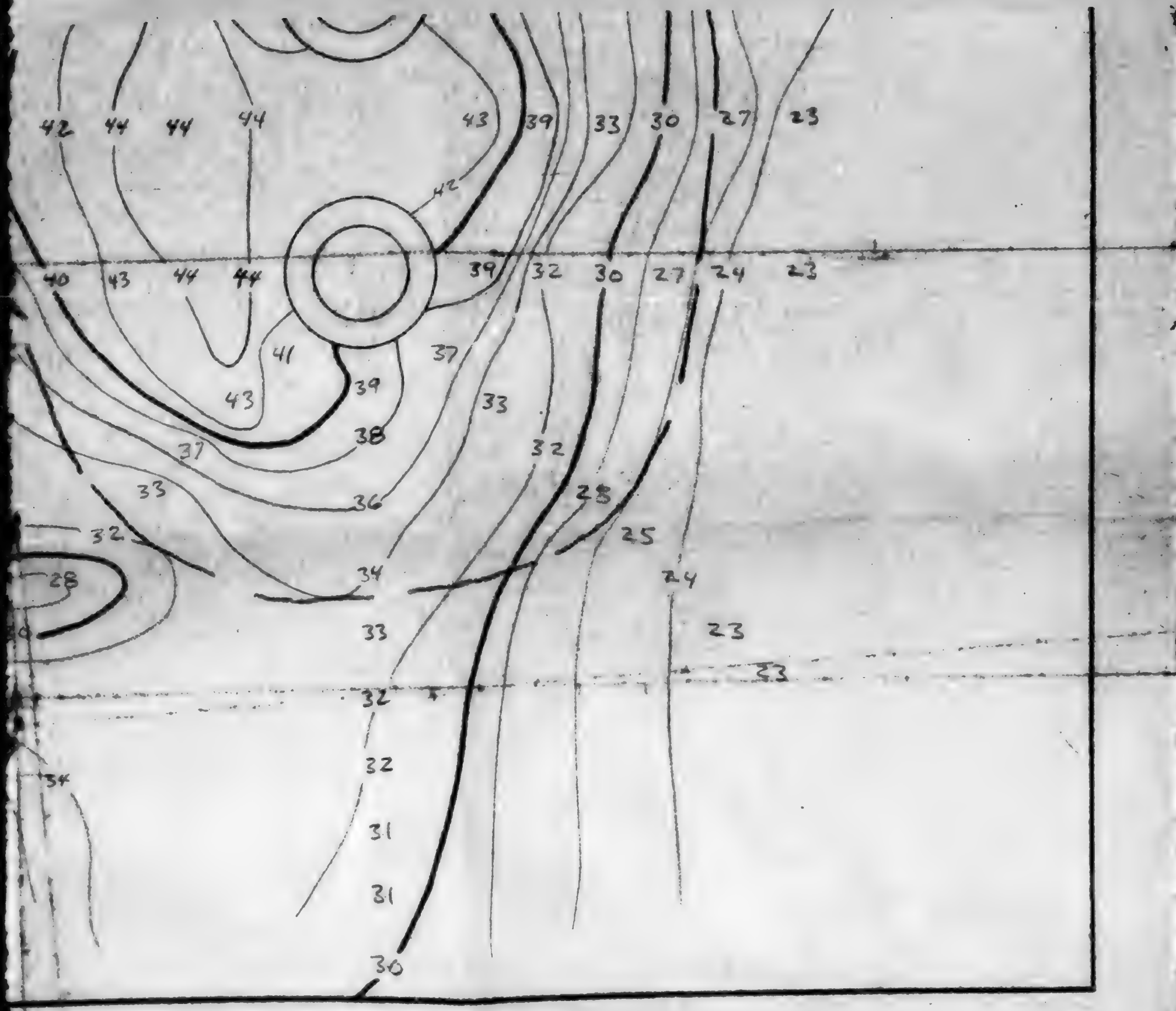
Topographic Map Of River Bottom

Piers 5, 6, & 7.

Soundings taken on May 6, 1965
By Oregon State Hwy. Dept
Scale: 1" = 20'
Contour Int.: 2'
Elevs. Are Mins. M. S. L.
Drawn By: R Belcher On May 13, 1965



Note: All horizontal distances are measured tape from edge of pier shell column.



Note: All horizontal distances are measured by tape from edge of pier shell column.

RECEIVED
JUL 16 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

F-003-1-(15)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 9, 1965

Malone & Mahride
Attorneys at Law
4741-½ Rainier Avenue S.
Seattle, Washington 98118

Attention: Mr. James J. Mahride

Gentlemen:

This is to acknowledge receipt of your letter of June 23, 1965, and attached Notice of Claim of your client Conrad Jones stating that Warren Hanley owes him (amount not stated) for labor and truck rental.

The claim states this is in reference to the Umpqua River Navigation Company Contract No. 6547, for riprap work on the Astoria Bridge in Astoria, Oregon, and Point Ellice in Washington, on the Oregon Coast Highway in Clatsop County and Pacific County, Washington.

The surety on this project is the General Insurance Company of America through D. K. MacDonald Company, Oregon, Inc., Oregon Bank Building, Portland. We will advise them of the receipt of your letter and we will also send your Notice of Claim to the Secretary of State for filing.

When your claim has been paid, please let us know so that we can clear our records.

Very truly yours,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head
C. W. Head, Assistant Secretary

NOTED ON CARD
jf

File No. 4134

Enclosure
Att.

cc: General Insurance Company of America
D. K. MacDonald Company, Oregon, Inc.
Umpqua River Navigation Co.
Secretary of State
3 Commissioners

FILED
JUL 14 1965
TOM McCALL
SECRETARY OF STATE

RECEIVED
JUL 1 1965
TOM McCALL
SECRETARY OF STATE

NOTED
C. W. HEAD

P.S. Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTICE OF CLAIM

TO: Secretary of State
State of Oregon
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned Conrad Jones d/b/a Con-Ard Company of Seattle, Washington, has a claim for labor furnished a C-1 1958 Ford ten yard dump truck from March 1, through March 23, 1965 requested by Warren Hanley, a General Contractor of 3912 Pacific Way, Longview, Washington to haul rocks from the Stella, Washington quarry to a barge at Stella to be transported for rip rap work at Astoria, Oregon-Point Ellis, Washington section of US 101 in Clatsop County, Oregon and Pacific County,Washington. Warren Hanley refuses to pay for the use of this truck.

Claim is hereby made for full payment under the performance bond issed to the Umpqua River and Navigation Company, contract number 6527 in which bond was furnished by the General Insurance Company of America through D. K. MacDonald Company, Oregon Bank Building, Portland, Oregon.

Dated at Seattle, Washington this 23rd day of June, 1965.

Conrad Jones
d/b/a Con-Ard Company
4741½ Rainier Avenue South
Seattle, Washington

RECEIVED
JUL - 1 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 17 1965
FOR FILING

F-003-1(15)

6527

June 16, 1965

Malone & McBride
Attorneys at Law
4741-½ Rainier Avenue South
Seattle, Washington 98118

Attention: James J. McBride

Gentlemen:

This is to acknowledge receipt of your letter of June 8 stating that Conrad Jones loaned his 10-yard dump truck to Warren Hanley for the hauling of large rocks from March 1 through March 19, 1965. You state that this rock was obtained from the Stella quarry in Washington and was barged across the Columbia River to Astoria, Oregon and used on the new Astoria Bridge.

From the description given in your letter this appears to be in connection with the Umpqua River Navigation Company, Contract No. 6527, for riprap work on the Astoria, Oregon-Pt. Ellice, Washington Section of US 101 in Clatsop County, Oregon and Pacific County, Washington. This project was approximately 78% complete as of June 10.

The General Insurance Company of America through D. K. MacDonald Company, Oregon, Inc., Oregon Bank Building, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

You stated that Mr. Hanley has not paid Mr. Jones for this service. If your client wishes to protect his claim under the bond, the claim should be filed with the Secretary of State within 6 months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon Law outlining the filing procedure.

The State does not make payment of claimsbut looks to the prime contractor and surety for such payment.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Floyd Cuery, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Need
Assistant Secretary

cc: General Ins. Company
D. K. MacDonald Co.
Umpqua River Navigation Co.
CWN:jf

NOTED ON CARD
6-17

MALONE & McBRIDE
ATTORNEYS AT LAW
4741-½ RAINIER AVENUE SOUTH
SEATTLE, WASHINGTON 98118

PHILIP P. MALONE
JAMES J. McBRIDE

PArkway 3-7860

June 8, 1965

Oregon State Highway Department
Salem, Oregon

Re: Warren Hanley
Conrad Jones #6527

Dear Sir:

We are attorneys for Conrad Jones of Seattle, Washington d/b/a Con-Ard Company who, at the request of Warren Hanley, 3912 Pacific Way, Longview, Washington loaned his 10 yard dump truck to Mr. Hanley for the hauling of large rocks, from March 1 through March 19, 1965, at Stella, Washington quarry to a barge on the Columbia River. Mr. Jones has not been paid by Mr. Hanley.

We have information that this rock from the Stella quarry, was being barged across the Columbia River to Astoria, Oregon and there used on the new Astoria bridge, being built for the State of Oregon. We are inquiring as to who the general contractor was on this job, and if a bond was required of the general contractor, and any other pertinent information that can be available in order that my clients can be paid.

Any help you can give us in this regard would be appreciated.

Very truly yours,

James J. McBride

JJMcB/db

Cc please reply

NOTED
C. W. HEAD

RECEIVED
JUN 10 1965
FOR FILING

F 003-1(15)
6527

June 9, 1965

Oregon State Highway Commission

Gentlemen:

A major overrun in the project authorization for the stream bed protective work at the Columbia River Bridge at Astoria appears inevitable. This is Contract No. 6527 with Umpqua River Navigation Company, Federal Aid Project No. F-003-1(15).

The original authorization for the work was $433,406.25 and it now appears that the final cost will be $637,365.00, or an increase of 47 per cent. The reason for the overrun is that our continuing studies indicate the preplanned quantities of riprap necessary to prevent stream bed erosion are not fully sufficient and effective and must be increased approximately 47 per cent to effect the desired results.

$203,959 overrun

This matter will be on the agenda for the July 13 meeting and I recommend that you approve the increase.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Tom Edwards
Victor D. Wolfe
C. H. Maison
L. H. Young
F. D. Morgan
R. D. Asburry

C1G:ja bg

RECEIVED
JUN 10 1965
FOR FILING
6527

June 9, 1965

Oregon State Highway Commission

Gentlemen:

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The original authorization for the work was $433,406.25 and it now appears that the final cost will be $637,365.00, or an increase of 47 per cent. The reason for the overrun is that our continuing studies indicate the preplanned quantities of riprap necessary to prevent stream bed erosion are not fully sufficient and effective and must be increased approximately 47 per cent to effect the desired results.

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Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Tom Edwards
Victor D. Wolfe
C. H. Maison
L. H. Young
F. D. Morgan
R. D. Asburry

CAG:ja bg

RECEIVED
MAY 24 1965
FOR FILING

Salem, Oregon
May 20, 1965

Mr. Ivan Merchant
Bridge Engineer

I note a 50 per cent overrun on the Astoria Bridge Piers Riprap project, Contract No. 6527.

Will you please give me a short explanation.

Tom Edwards
Assistant State Highway Engineer

TE:jwa

cc Forrest Cooper
R. L. Porter

FORM 2M (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Astoria - Oregon Pt. Ellice - Washington		WEEK ENDING: 15 May 1965
		SECTION PREFIX: 4-1807
HIGHWAY: U.S. 101		COUNTY: Clatsop
NAME OF JOB: Astoria Bridge Piers Riprap	KIND OF WORK: Riprap	
CONTRACTOR: Umpqua River Navigation Co. Reedsport, Oregon	CONTRACT NUMBER: 6527	FEDERAL AID PROJECT NUMBER: F-003-1(15)
DATE OF CONTRACT: December 15, 1964	DATE WORK STARTED:	ESTIMATED COMPLETION DATE: To be determined
AVERAGE FORCE ON PROJECT FOR THE WEEK MEN: SUPERVISION:	SPECIFIED WORK DAYS	WORK DAYS USED: Varies
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE: See Specifications	PERCENT OF TIME ELAPSED: Varies
PROJECT AUTHORIZATION: $ 433,406.25	ENGINEERING AUTHORIZATION: $ 30,820.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 50.3
EXCLUSIVE OF ENGINEERING: $ 402,586.25	ENGINEERING COST TO DATE: $ 12,383.41.	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 649,502.80		DATE PROJECT WAS COMPLETED:
ESTIMATED PERCENT OVERRUN: 49.86 %	PERCENT OF AUTHORIZATION: 40 %	

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	7949							
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	clear			
MONDAY	clear			
TUESDAY	clear			
WEDNESDAY	P. Cloudy			
THURSDAY	P. Cloudy			
FRIDAY	Overcast			
SATURDAY	P.Cloudy			

ALFRED A. REAR

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

9 SUNDAY	No activity
10 MONDAY	No activity on rip rap this week.
11 TUESDAY	No activity
12 WEDNESDAY	No activity
13 THURSDAY	No activity
14 FRIDAY	No activity
15 SATURDAY	No activity

REMARKS

Bedding gravel at Piers 164, 165 and 166 complete.
The rip rap is complete at the following Piers: Pier 5; 6; 16; 17; 18; 19; 20; 160; 161; 162; 163; 164; 165; 166; and 167.
Rip rap is 30% complete at Pier 15.

SIGNED R. O. CUNNINGHAM LOCATION Astoria, Ore

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
MAY 19 1965
FOR FILING

May 19, 1965

Krause, Lindsay & Nahstoll
Attorneys at Law
Ninth Floor, Loyalty Building
Portland, Oregon 97204

Attention: Mr. Dennis Lindsay

Gentlemen:

This is to acknowledge receipt of your letter dated May 17 stating that General Construction Company has a claim for materials furnished to Warren K. Hanly, subcontractor, in the amount of $3,120 plus interest.

From the description given, it appears that this is in connection with the Umpqua River Navigation Company Contract No. 6527 for placing riprap around the Astoria Bridge piers on the Oregon Coast Highway in Clatsop County, Oregon, and Pacific County, Washington.

We have received notification today that this claim was filed in the Secretary of State's office on May 18 and was assigned his File No. 4125.

This information is being noted in our records and we will advise the surety and the contractor of this filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc General Insurance Co. of America
Umpqua River Navigation Company
Glenn Jackson
David B. Simpson

CWH:fkn

Noted on card
F.N.

GUNTHER F. KRAUSE
DENNIS LINDSAY
R. W. NAHSTOLL
DONALD G. KRAUSE
LEON GABINET
WM. H. POOLE
GARRY P. McMURRY
CARL R. NEIL
JERARD S. WEIGLER
FREDRIC R. MERRILL
ROBERT C. LUCAS

KRAUSE, LINDSAY & NAHSTOLL
ATTORNEYS AT LAW
NINTH FLOOR, LOYALTY BUILDING
PORTLAND, OREGON 97204
226-1191

May 17, 1965

CERTIFIED MAIL

Secretary of State
State Capitol
Salem, Oregon

Re: Umpqua River Navigation Company
Oregon State Highway Department
Contract No. 6527

Dear Sir:

Pursuant to the provisions of Section 279.526 and 279.528, Oregon Revised Statutes, notice is hereby given that the undersigned, General Construction Company, a Washington corporation authorized and qualified to do business in the states of Washington and Oregon, has a claim for materials furnished to Warren K. Hanly, 5912 Pacific Way, Longview, Washington, a subcontractor to the Umpqua River Navigation Company, the prime contractor, as per the enclosed copy of an invoice dated March 31, 1965, attached hereto as Exhibit A and by this reference made a part hereof, in the sum of $3,120, together with interest at the legal rate from March 31, 1965 until paid, against the bond taken from Umpqua River Navigation Company, as principal, and the General Insurance Company of America, as surety, for the work involved in Oregon State Highway Department contract No. 6527 for producing and putting in place rip rap rock for the Astoria-Megler Bridge.

Yours very truly,

GENERAL CONSTRUCTION COMPANY

By: Dennis Lindsay
Dennis Lindsay,
Its Attorney

cp

cc: Mr. Warren K. Hanly (Cert. Mail)
Umpqua River Navigation Company (Cert. Mail)
General Insurance Company of America (Cert. Mail)
Oregon State Highway Department (Cert. Mail),
(Attn: Mr. Floyd Query, Secretary)

COPY

NOTED
C. W. HEAD

STATE OF OREGON

DEPARTMENT OF STATE

SALEM 97310

TOM McCALL
Secretary of State

May 18, 1965

C

Mr. Dennis Lindsay
Krause, Lindsay & Nahstoll
Ninth Floor, Loyalty Bldg.
Portland, Oregon 97204

O

Dear Mr. Lindsay:

This will acknowledge receipt of your letter of May 17, 1965, transmitting a claim for the General Construction Company, in the amount of $3,120.00, plus interest, against the Umpqua River Navigation Company, principal, and the General Insurance Company of America, surety.

This claim is in payment for the work involved in placing rip rap rock for the Astoria-Megler Bridge, Highway Commission contract number 6527.

P

We are filing this claim as of today, and our file number is 4125.

Y

Sincerely,

TOM McCALL
Secretary of State
By: Inger J. Henrikson
(Miss) Inger J. Henrikson
Elections and Public Records

IJH
cc: Highway Commission

RECEIVED
MAY 19 1965
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
MAY 6 - 1965
FOR FILING

May 6, 1965

Mr. [illegible]
Route 2, Box 291
Pinlock, Washington

Dear Mr. Rakoz:

This is to acknowledge receipt of your letter of April 30 stating that Mr. W. Manly owes you $1,772.14 for the hauling of riprap. Your letter also states that this material was to be delivered to the Astoria Bridge.

From the description given in your letter this appears to be in connection with the Umpqua River Navigation Company (prime contractor) Contract No. 652, for riprap on the Astoria, Oregon-Pt. Ellice, Washington section of US Highway 101 in Clatsop County, Oregon and Pacific County, Washington. The General Insurance Company of America through D. K. MacDonald Company, Oregon Inc., Oregon Bank Building, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within 6 months after the contract has been accepted by the Highway Commission. Attached are excerpts from the Oregon Law outlining the filing procedure.

We are advising the surety and the contractor of the receipt of your letter.

Very truly yours,

NOTED ON CARD
jf

Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment
CWH:jf
cc: General Insurance Company of America
209 S. W. 4th Avenue
Portland 4, Oregon

D. K. MacDonald Company,
Oregon, Inc.
Oregon Bank Building
Portland, Oregon

Umpqua River Navigation Company
First Street
Reedsport, Oregon

Mr. Jackson
Mr. Simpson

Winlock Wash.
April 30-1915

Re. Hiway Comm.
Salem
Ore.

Dear Sir:

I am writing in regards to some information I would like. I hauled Rip rap at Stella Wash. ~~for~~ which was to go to the Astoria bridge, I hauled this material for a Mr. W. Hanly of Longview and loaded it on a barge. Now as I understand 'Umpqua Navigation of some place in Oregon was the Contractor to furnish this materials.

I have #177.14 comming from from this job which is long past due; I would appreciate it very much if you could give me Umpqua's address

Cec - please reply

FILED
FLOYD QUERY

Winlock Wash.
April 30-1965

Ore. Hiway Comm.
Salem
Ore.

Dear Sir:

I am writing in regards to some information I would like. I hauled Rip rap at Stella Wash. ~~for~~ which was to go to the Astoria bridge, I hauled this material for a Mr. W. Hanly of Longview and loaded it on a barge. Now as I understand Umpqua Navigation of some place in Oregon was the Contractor to furnish this materials.

I have #177214 comming from from this job which is long past due; I would appreciate it very much if you could give me Umpqua's address

Cec - please reply

ROUTED
FLOOR QUERY

Thank you
Yours Truly
Al Rakoz
R #2 Box 281
Winlock
Wash.

NOTED
C. W. HEAD

6527

ASTORIA BRIDGE PROJECT

Estimated Total Cost of Construction - 4-26-65

for Bond Financed Work Stations 118+20.83 / 318+97.17

(Inclusive of both Piers 5 & 175)

Item			Total Estimated Cost
PIERS			
Contract No. 6124 DeLong			
Completed & Partially Completed Contract Items	$ 4,219,079.00		
Contract Extras	217,274.00		
Allowance for Materials on Hand	225,238.00		
Liquidated Damages	- 330,000.00	$ 4,331,591.00	
Contract No. 6467 Raymond			
Contract Items	5,209,087.00		
Contract Extras (Orig. Authorization)	242,427.00	5,451,514.00	
Subtotal		9,783,105.00	
Contract No. 6124 DeLong			
Theoretical Total if completed		7,250,609.00	$ 7,250,609.00
Estimated Recoverable on Bond		2,532,496.00	
STEEL SUPERSTRUCTURE			
Contract No. 6265 U.S. Steel Corporation			
Contract Items	10,121,862.00		
Contract Contingencies (Orig. Authorization)	455,584.00	10,577,446.00	10,577,446.00
Possible Claims (Recoverable)	500,000.00		
SANDS VIADUCT			
Contract No. 6246 Gerwick, et. al.			
Contract Items corrected to date	3,718,538.00		
Contract Contingencies (Orig. Author.)	170,196.00	3,888,734.00	3,888,734.00

Copy to Schroeder 4-30-65

ASTORIA BRIDGE PROJECT
(Continued)

Item	Amount	Total	Total Estimated Cost
RIPRAP			
Contract No. 6527 Umpqua River Navigation			
Contract Items corrected to date	477,515.00		
Contract Contingencies (Orig. Authorization)	17,336.00	494,851.00	494,851.00
ASTORIA APPROACH			
Contract No. 6499 Pacific Concrete			
Toll Plaza only contract items	70,544.00		
Toll Plaza only contract contingencies	3,174.00	73,718.00	73,718.00
ADDITIONAL EXTRAS			
(Chargeable to Delay)			
Excess Construction Engineering 15 Months @ $14,500.00	217,500.00		
Prepare new plans and specifications	2,500.00		
Core Drill DeLong Seal Concrete	26,000.00		
15 months additional Ferry Operation	280,000.00		
Sheet pile rental	22,000.00		
Additional Bond financing 450 days @ $1,000.00	450,000.00	* 998,000.00	-0-
Total Construction			22,285,358.00
Construction Engineering 8%			1,782,829.00
Subtotal			24,068,187.00
Interest During Construction			3,104,100.00
Total			27,172,281.00

*Recoverable

TRANSMITTAL SLIP

DATE

COOPER	BRIDGE	OFFICE ENGR.	SHOPS
PORTER	CONSTRUCTION	PARKS	SIGNS
STEPHENSON	COUNTY AND CITY	PERMITS	TRAFFIC
EDWARDS	DATA PROCESSING	PERSONNEL	TRAVEL
SHAW	LABORATORY	PUBLIC RELATIONS	WEIGHMASTER
WOLFE	LEGAL	RADIO	FILES
SIPPRELL	MAINTENANCE	RIGHT OF WAY	MAIL
ACCOUNTING		SECRETARY	DIVISION ☐

ATTENTION:

FROM: Merchant

ACTION

- ☐ NOTE AND FILE
- ☐ NOTE AND RETURN TO ME
- ☐ RETURN WITH MORE DETAILS
- ☐ NOTE AND SEE ME
- ☐ PLEASE ANSWER
- ☐ FOR YOUR APPROVAL
- ☐ PREPARE REPLY FOR MY SIGNATURE
- ☐ TAKE APPROPRIATE ACTION PER YOUR REQUEST
- ☐ SIGNATURE
- ☑ FOR YOUR INFORMATION
- ☐ INVESTIGATE

COMMENTS This is an estimate only at this time.

Copy to Schwabe

OSHD E 100X REV. 2-83

Form CR-121 (11-63) (Pres. Ltr. A.O. 20-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. Ivan Merchant, Bridge Engineer

DATE: April 23, 1965

In reply refer to: 08-35.6

FROM : A. M. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Project F-003-1(15) - Columbia Bridge at Astoria (Riprap)
Price Agreement No. 1

Price Agreement No. 1 is returned herewith unapproved. We are retaining one informational copy for our files.

The work proposed by this Price Agreement pertains to scour control at Pier 169. Such work was undertaken initially under Extra Work Order No. 2, dated September 23, 1963, on the (DeLong) project UF-003-1(14). At that time it was determined that the temporary scour control work during construction of Pier 169 -- or any other pier for that matter -- would be nonparticipating. Another reason for not approving the subject Price Agreement is that this work is related to the construction underway by Raymond International, Inc., and, as set forth in our May 20, 1964 memorandum to Mr. Cooper, we are not taking official action on work performed by this contractor.

Other Price Agreements and Extra Work Orders on the subject riprap project should be submitted to us for approval in the normal manner.

Attachment

copy to Merchant
Please discuss
4-27-65

NOTED
TOM EDWARDS

RECEIVED
APR 26 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FEB 15 1965
FOR FILING

... Salem, Oregon 97301

February 10, 1965

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

08-35.6

Original signed by
T. Dec
Eng. Coordinator

T. Dec
Assistant Division Engineer
Salem, Oregon

Project F-003-1(15), Columbia River Bridge - Pier Riprap

On January 13, 1965 an inspection trip to Astoria was made by the following:

P. M. Stephenson, OSHD
E. L. Erickson, BPR Washington office
R. A. Stephenson, BPR Regional office
R. H. Tokerud, this office

The problem of providing adequate permanent riprap was discussed with particular reference to Pier 169 where serious scour occurred during the early construction period. Mr. Erickson suggested that the riprap at this pier be extended out from the pier fender a minimum of 100 feet. He also stated that the use of some type of blanket on the stream bed in conjunction with rock riprap would be desirable. He did not, however, recommend the blanket for this project since the contract is underway.

We understand that Raymond International, Inc. has placed a rock blanket in the area of Pier 168 to temporarily control scour during construction. We were told this blanket consisted of a 3- to 4-foot thickness of 9-inch to 1 1/2 inch material and that it extended about 100 feet out from the cofferdam.

The matter of adequate riprap at Pier 169 has been discussed with Mr. Stephenson and Mr. Merchant of your Department. We recommend that the riprap be extended to comply with at least the minimum suggested by Mr. Erickson. Any extensive scour at this pier would endanger the expensive fender which is to be constructed there.

NOTED
LLOYD P. SHAW

Orig to Stephenson
2-11-65

Copy to Young
2-15-65

FORM S-122X BDM 9-64

RECEIVED
FEB 2 1965
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FOR FILING

6521

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 1, 1965

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Columbia River Bridge
at Astoria
Contract No. 6527
Federal Aid Project No.
F-003-1(15)

Work on the above project was started on January 18, 1965.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:jm

cc: C.H. Hainen
L.H. Young
D.B. Parkes
F.A. Query

NOTED
FLOYD QUERY

RECEIVED
DEC 17 1964

COMMISSIONERS
GLENN L. JACKSON, Chairman
MEDFORD
KENNETH N. FRIDLEY, Member
WASCO
DAVID B. SIMPSON, Member
PORTLAND
FLOYD QUERY, Secretary
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 16, 1964

6527

The Umpqua River Navigation Co.
Reedsport
Oregon

Gentlemen:

The State Highway Commission on December 15, 1964, awarded to you State Highway Contract No. 6527 for the following project:

Placing riprap around bridge piers on Astoria Bridge over Columbia River - Astoria, Oregon-Pt. Ellice, Wn. Section of US101, Clatsop County, Oregon, and Pacific County, Washington.

This award was based on your low bid of $385,250.00 which was submitted to the Commission on December 8, 1964, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant

fp

DEC 30 1964

477 Cottage St. N.E.
Salem, Oregon 97301

December 15, 1964

08-35.2-EC

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Mr. C. C. Frahl, P.E.,
Washington State Director of Highways
Olympia, Washington

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Washington-Oregon Project F-003-1(15)
Columbia River Bridge (Astoria) Section
Pier Riprap

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6527 to Umpqua River Navigation Co. of Reedsport, Oregon, low bidder in the amount of $385,250.00 at the December 8, 1964 bid opening.

Original To Young
12-30-64

RECEIVED
NOV 24 1964
FOR FILING

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Mr. C. G. Prahl, P.E.,
Washington State Director of Highways
Olympia, Washington

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

477 Cottage St. N.E.
Salem, Oregon 97301

November 19, 1964

08-35.2-EC

Washington-Oregon Project F-003-1(15)
Columbia River Bridge (Astoria) Section
Pier Riprap

P. S. & E. documents for the subject project are hereby approved with the understanding that you will make any corrections found necessary following completion of our review. You are hereby authorized to advertise the project for bids for a period of less than three weeks as requested by Oregon State Highway Office Engineer Young's November 13, 1964 letter. A signed copy of the title sheet is returned herewith.

Oregon State Highway Office Engineer Young's November 12, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

Attach.

RECEIVED
NOV 19 1964
OFFICE OF
STATE HIGHWAY ENGINEER

original to Young
w/ attach
11-24-64

RECEIVED
NOV 2 1964

Form CD-12
(11-63)
(Pres. by
A.G. 206.10)

UNITED STATES GOVERNMENT

Memorandum

FOR FILING

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street N.E.
Salem, Oregon 97301

DATE: November 17, 1964

In reply refer to: 08-35.3-EC

TO : Mr. ~~Forrest~~ Cooper
State Highway Engineer
~~Salem~~, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

by T. Dec, Engineering Coordinator

SUBJECT: Oregon Federal-aid Primary Program

The below shown Item submitted with Mr. Young's October 7, 1964 letter has been approved in Stage 2 by our Washington, D.C. office effective November 5, 1964:

Item	Project	Location	Work
449	F-003-1(15)	Astoria Bridge	Riprap piers

This project is programed with only 1 percent Federal-aid funds committed at this time, with the understanding that you will not claim reimbursement on this project until a later date when the percentage of Federal-aid requested will be determined and this program revised accordingly.

The Washington Highway Department has furnished the agreement number as noted above.

This project has a total estimated cost of $200,000 of which Oregon's portion is $140,000 and the Federal funds reserved on the Oregon portion is $1,400.

NOTED
LLOYD P. SHAW

Copy to Stephenson 11-18-64 Copies To Young Chase Nelson 11-24-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 13 1964
FOR FILING

November 13, 1964

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Reference is made to our letter of November 12, 1964 requesting your authority to advertise the Columbia River Bridge (Astoria) Pier Riprap, Project No. F-003-1(15).

The piers are presently being constructed under Project No. S-F-003-1(14). Several of the finished piers are showing foundation undermining due to water action. It is therefore extremely desirable to let the contract for the riprap work at the earliest date possible to protect the complete piers from further damage and to protect the remaining piers as they are completed from similar damage.

As your office advised, there will be a delay in clearing the State of Washington's PS and E documents for this jointly financed riprap project, we hereby request your approval of a shorter advertising period (2-week minimum) in place of the normal three week period so that we may receive bids for the project on December 8, 1964.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC:bb

RECEIVED
OCT 19 1964
FOR FILING

October 7, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are submitting program data for one project, Item 449, Astoria Bridge Pier Protection Project, which we desire to have included in the Federal-Aid Primary Highway Program.

This is an Oregon-Washington jointly financed project with Federal funds set up on a token financing basis.

Since we are using the Washington project numbering system, the agreement number, to be furnished by them, has been left blank.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JWN:lt

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-61)

FEDERAL - AID PR

(PPM 21-

CARD 2	REPORT NUMBER (19)–(20)	PROJECT LOCATION *(45 typewriter spaces)* 21–65		ADT	PRESENT	FUTURE (66)	YEAR (70)–(71)	(72
	1	US 101 Astoria Bridge			700	1,200	80	
CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* 28–62	NATL. FOREST (63)–(65)	FH ROUTE NO. (66)–(69)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72)–(73)	PL. AUTH Y (74)–(75
	Riprap Piers							
CARD 4	CLASS OF FEDERAL FUNDS					COUNTY NAME		Clats
	Primary					ROUTE NO.	FEDERAL - AID	2
	NAME OF URBAN AREA 17-31							

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJECT COST: TOTAL ESTIMATED COST	ESTIMATED PROJECT COST: FEDERAL FUNDS
1	(14-15)	(16)	41	42	43–46	53		(54)–(58)	(59)–(66)	(67)–(76)
5					PE		US 101 Main River Str., Piers, Astoria Bridge over Columbia River			
5					ROW					
5					CONST (CODE)				140,000 *(200,000)	** 1,400
							PROJECT TOTALS	1.19	* 140,000 (200,000)	** 1,400

CARD 1	CODE 1	PREPARED BY
1	14	PROGRAM APPROVAL DATES

(16)–(23) (24)–(33)

* Oregon-Washington jointly financed

** Token financed.

Additional Data - Item 124, Project U-

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

	ADT	PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
(65)		700	1,200 (66) (70)	80 (71) (72)	08	Oregon	35 (2) (3)	012 (4) (9)	449 (14) (18)

ROUTE	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	T. Projects Only POST MI.	DESIG.
(68)	(69)	(70)	(71)	(72) (73)	(74) (75)	14 F- 23	7 003-1 ( )	13	(24) (26)	27

COUNTY NAME: Clatsop — CODE (14) (16)

PROGRAM STAGE: [ ] 1 OR [X] 2

ROUTE NO.	FEDERAL-AID	STATE	U.S.
	2 (32) (36)	(37)	101 (41)

	MILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
	(54) (58)	(59) (66)	(67) (76)			
						Place heavy rock riprap at piers 5 to 20 incl., and 160 to 169 incl.
						ROW - 60' Access control and parking restrictions - complete.
		140,000 *(200,000)	** 1,400	138,600		
PROJECT TOTALS	1.19	* 140,000 (200,000)	** 1,400	138,600		
		(16) (23)	(24) (33)			REMARKS

* Oregon-Washington jointly financed project.
** Token financed.
Additional Data - Item 124, Project U-F 003-1(14) and Item 418, Proj. 003-1(16)

USCOMM DUSCOMM-DC 48908-P61

S-511(1) Jordan Valley-Idaho State Line Sec., FAS 828 (Grad. & Oil.) 1964

#6528

CIA
2760

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 88006

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-2-66	CO 1097		573-100-097

Contract 6528
A-511(1)

Malheur County
Vale, Oregon

County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Jordan Valley-Idaho State Line Fed. 828. Agreement dated June 10, 1963.			
County Share Construction Cost			71.68

828

RECEIVED
JUN 3 1966
ENGINEER
COUNTY & CITY DIVISION

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $.....

By .....

NOTED
H. S. COX

NOTED
RICHARD UNREIN

NOTED
DON

FORM S-128

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH M. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM 97310
June 1, 1966

Malheur County Court
Courthouse
Vale, Oregon

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
P. B. Arensmeier

Gentlemen:

Final costs, as shown in the enclosed cost statement, are now available on: the Jordan Valley-Idaho State Line Section, FAS 828

In accordance with an agreement dated June 10, 1962 the amount of $218.66 is due the ~~County~~ State.

Very truly yours,

H. S. Cox
County and City Engineer

By

Verne R. Jones
Verne R. Jones
Planning Engineer

VRJ:mm
Encl.

NOTED
RICHARD UNREIN

NOTED
V. R. JONES

NOTED
DON HARWELL

Jordan Valley 1965 SCA project

OREGON STATE HIGHWAY DEPARTMENT

NOTED
P. L. Armstrong

REQUEST FOR TRANSFER OF COST DISTRIBUTION

NOTED
H. S. COX

FORM A-87 (7-63)

FROM: Office Engineering

ADDRESS: Salem

TO: ACCOUNTING DIVISION—

DATE OF REQUEST: 5-18-66

NOTED
R. H. PRANGE

NAME AND NUMBER OF ORIGINAL DOCUMENT (IF PAYROLL TRANSFER, INDICATE CREW NUMBER)

DATE OF ORIGINAL DOCUMENT

VENDOR'S NAME

DATE OF VENDOR'S INVOICE

QUANTITY	UNIT	DESCRIPTION	CHARGE DISTRIBUTION	CHARGE AMOUNT	CREDIT DISTRIBUTION	CREDIT AMOUNT
		Transfer Lump sum Construction charges to City Allotment Account	323-1712-287	20,000 00	523-1009-290	20,000 00
		TOTAL		20,000 00		20,000 00

RECEIVED
MAY 19 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
RICHARD UNREIN

NOTED
V. R. JONES

1965 SCA

NOTED
DON HARWELL

(FOR ACCOUNTING DIV. USE ONLY)

ORIGINAL CHARGE ON VOUCHER

REASON FOR THIS REQUEST:

Transfer Construction costs on the Jordan Valley - Idaho State Line Section of Broadhurst Road (FPS 828) in Malheur Co. Contract 6528. to City Allotment account as per FAS-C Construction Agreement with Malheur Co. dated 11-16-64.

PREPARED BY:

C. R. Nelson

NOTED
HAROLD
M. NOLDSON

APPROVED:

NOTED
P. L. Ammerman

1963 S.C.A. Jordan Valley

OREGON STATE HIGHWAY DEPARTMENT

REQUEST FOR TRANSFER OF COST DISTRIBUTION

FORM A-87 (7-63)

FROM: Office Engineering

TO: ACCOUNTING DIVISION—

ADDRESS: Salem

DATE OF REQUEST: 5-18-66

NOTED
R. H. PRANGE

NAME AND NUMBER OF ORIGINAL DOCUMENT (IF PAYROLL TRANSFER, INDICATE CREW NUMBER)

DATE OF ORIGINAL DOCUMENT

VENDOR'S NAME

DATE OF VENDOR'S INVOICE

QUANTITY	UNIT	DESCRIPTION	CHARGE DISTRIBUTION	CHARGE AMOUNT	CREDIT DISTRIBUTION	CREDIT AMOUNT
		Transfer Lump sum Construction charges to City Allotment Account	323-1712-287	20,000 00	523-1009-290	20,000 00
		TOTAL		20,000 00		20,000 00

RECEIVED
MAY 19
ENGINEER
COUNTY & CITY DIVISION

NOTED
[illegible]

(FOR ACCOUNTING DIV. USE ONLY)

ORIGINAL CHARGE ON VOUCHER

REASON FOR THIS REQUEST:

Transfer Construction costs on the Jordan Valley - Idaho State Line Section of Broadhurst Land (FAS 828) in Malheur Co. Contract 6528. to City Allotment account as per FAS-C Construction Agreement with Malheur Co. dated 11-8-64.

PREPARED BY: C. R. Nelson

NOTED
H. S. COX

APPROVED: J. A. Hardie

NOTED
RICHARD UNREIN

NOTED
DON FARWELL

RECEIVED
FEB 7 - 1966
FOR FILING

S-511(1)
6528

February 2, 1966

H. A. Ebele Construction Company
1235 S. W. 2nd Avenue
Ontario, Oregon

Gentlemen:

Thank you for your letter of January 30 advising us that you have recently received an additional sum of money in the amount of $283.79 from Don Greene Construction Company.

You state that this is in reference to the Don Greene Construction, Inc., Contract No. 6528 for grading and oiling on the Jordan Valley-Idaho State Line of the FAS 625 in Malheur County.

This information will be noted in our records and we will advise the surety and the contractor.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWHage

cc: Glens Falls Insurance Company
Pacific Coast Department
Cahill Bldg., 350 Sansome St.
San Francisco, California 94104

Bourland Insurance Agency
1980 Fairgrounds Road
Salem, Oregon

Don Greene Construction, Inc.
805 Liberty NE
Salem, Oregon

Mr. Glenn Jackson

Mr. David Simpson

NOTED ON CARD
H. C.
2-2-66

N. A. TOOLE CONSTRUCTION CO.

1235 S.W. 2ND AVENUE
ONTARIO, OREGON

TELEPHONE: TUcker 9-6282

January 30, 1966

Oregon State Highway Commission
Salem, Oregon

Attn: Mr. C. W. Head

Dear Sir:

Please be advised that we recently received an additional sum of $283.79 from Don Greene Construction Co. This is money due us on Contract No. 6528, Jordan Valley - Idaho State Line Section of the Highway FAS 828, Malheur County.

Very truly yours,

N. A. Toole

N. A. Toole

FILED
C. W. HEAD

RECEIVED
FEB 1 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 8 - 1965
FOR FILING

S - 511 (1)

6528

December 7, 1965

Glens Falls Insurance Company
Pacific Coast Department
350 Sansome Street
San Francisco, California 94104

Gentlemen:

Contract No. 6528 awarded to Don Greene Construction, Inc., for grading and oiling on the Jordan Valley-Idaho State Line Section of FAS 82[illegible] in Malheur County, was completed on August 28, 1965, and accepted by the Highway Commission on December 6, 1965.

Final payment in the amount of $4,040.50 will be released to the contractor after December 14, 1965. The total contract amount is $89,391.77 including $235.44 for work performed under force account.

You have been advised previously of claims filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Sm
cc Don Greene Construction, Inc.
805 Liberty N.E.
Salem, Oregon

Bourland Insurance Agency
1989 Fairgrounds Road
Salem, Oregon
L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
DEC 6 - 1965
FOR FILING
S-511(1)
1624

December 6, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed August 28, 1965, on Contract No. 6528. The contract was with Don Greene Construction, Inc. and was for grading and oiling on the Jordan Valley-Idaho State Line Section of FAS 626 in Malheur County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 6, 1965, and that you concur in this procedure at the Commission meeting on December 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

bg

RECEIVED
NOV 16 1965
FOR FILING

S-611(1)

6528

November 16, 1965

N. A. Toole Construction Company
1235 S. W. 2nd Avenue
Ontario, Oregon

Gentlemen:

Thank you for your letter of November 7 informing us that on October 29, 1965, you received a check in the amount of $1,575 from Don Greene Construction, Inc.

This appears to be in connection with your claim which was filed with the Secretary of State on October 22, 1965, and was assigned his File No. 4147.

The claim was filed on the Don Greene Construction, Inc., Contract No. 6528 for grading and oiling on the Jordan Valley-Idaho State Line Section of FAS 828 in Malheur County.

This information is being noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Glens Falls Insurance Co.
Bourland Ins. Agency
Don Greene Construction, Inc.

Glenn L. Jackson
David B. Simpson

CWH:fkn

11-16-65
noted on
card
fkn

N. A. TOOLE CONSTRUCTION CO.
1235 S.W. 2ND AVENUE
ONTARIO, OREGON

TELEPHONE: TUcker 9-6282

Nov. 7, 1965

Oregon State Highway Comm.
Salem, Oregon
Attn: Mr. C.W. Head.

Dear Sir:

Please be advised that on Oct 29, 1965, We received a check in the amount of $1575.00 from Don Greene Construction, Inc.

Very truly yours
N A Toole

RECEIVED
NOV 12 1965
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

STATE COPY

RECEIVED
NOV 1 8 1965
FOR FILING

Federal transaction number

Project number
S-511(1)7

PR-2A (8-67) U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)
11-3-65

State
Oregon

County
Malheur

Project number
S-511(1)

6528

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 14, 1965, is hereby modified as follows:

Revised estimated total cost of project $ 102,899.00

Revised Federal funds $ 64,800.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 3rd day of November, 19 65.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. K. Lahr

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. M. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P63

Oregon State Highway Department

Federal-Aid
Project No. S-511(1)

JORDAN VALLEY-IDAHO STATE LINE SECTION OF

COUNTY ROAD FAS 628 IN MALHEUR COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices. Revised to include increases in bid quantities and addition of price agreements, No. 1 through 5.)

Salem, Oregon, October 20, 1965

Type Code 5231
Roadway (Sta. 0+00 to Sta. 96+63.53)(Contract No. 6528)

Trench Excavation	280	cu.yds.	$ 4.00	$ 1,120.00
Watering	684.4	M-gal.	3.00	2,053.20
Moving Costs	All	Req.		3,300.00
Blade Grader	255.25	hours	16.00	4,084.00
Tractor and Dozer	257.5	hours	16.00	4,120.00
Tractor, Dozer and Hydraulic Ripper	178.25	hours	27.00	4,812.75
Scrapers	450	hours	22.00	9,900.00
Laborers	300	hours	4.50	1,350.00
Subbase	14,395.5	cu.yds.	1.00	14,395.50
Stone Base	4,200	cu.yds.	3.50	14,700.00
3/4" - 0 Material in Base	2,800	cu.yds.	3.50	9,800.00
3/4" - 0 Aggregate in Prime Coat	180	cu.yds.	5.50	990.00
MC-250 Asphalt in Prime Coat	28	tons	72.50	2,030.00
Aggregates in Asphalt Macadam	1,150	cu.yds.	2.50	2,875.00
120-150 Asphalt in Asphalt Macadam	86	tons	60.00	5,160.00
RS-K Asphalt in Asphalt Macadam	24	tons	70.00	1,680.00
12-inch Culvert Pipe	140	lin.ft.	3.50	490.00
15-inch Culvert Pipe	28	lin.ft.	4.00	112.00
18-inch Culvert Pipe	154	lin.ft.	4.50	693.00
24-inch Culvert Pipe	164	lin.ft.	6.50	1,066.00
30-inch Culvert Pipe	80	lin.ft.	10.00	800.00
72-inch Culvert Pipe	36	lin.ft.	47.50	1,710.00
50-inch Arch-Type Pipe	56	lin.ft.	21.50	1,204.00
58-inch Arch-Type Pipe	60	lin.ft.	24.50	1,470.00
Salvage Metal Cattle Guard	All	Req.		250.00
				$ 90,165.45
Flagging (57½% of Contractor's Cost)	All	Req.		250.00
Signing				350.00
P.A. #1 Dozer	111.5	hours	23.00	2,564.50
Moving Cost on Dozer	All	Req.		75.00
P.A. #2 Tractor	27.5	hours	11.00	302.50
P.A. #5 24-inch Culvert Pipe	30	lin.ft.	2.95	88.50
18-inch Culvert Pipe	10	lin.ft.	2.17	21.70
				3,652.20
			Subtotal	$ 93,817.65
			10% Engr. & Cont.	9,381.35
			Total	$103,199.00

Salvage Valve of Cattle Guard All Req. $ (200.00)

Total $102,899.00

Length of Roadway - - - - - - - - 1.831 miles
Cost of Roadway per Mile - - - $56,198.25

Summary of Funds

Federal Funds -	$ 64,800.00
State Funds -	18,099.00
County and City Funds - - - - - - - - - - - - - - -	20,000.00
	$102,899.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939.

Funds for Maintenance: Chap. 329, Laws 1939.

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
4-3	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO.		COUNTY: Malheur
6-X-4		PROJECT NO.: S-511(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Jordan Valley to Idaho State Line

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-6-64	1.831
*OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 89,141.00	$ 56,400.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stone

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: A. W. Parsons
(Division Engineer)

L. R. Backlund

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer January 14, 1965

USCOMM-DC 8903-P64

Oregon State Highway Department

Federal Aid
Project No. S-511(1)

JORDAN VALLEY-IDAHO STATE LINE SECTION OF

COUNTY ROAD FAS 823 IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1964

Type Code 5231
Roadway (Sta. 0+00 to Sta. 96+63.53)(Contract No. 6528)

Trench Excavation	280 cu.yds.	$ 4.00	$ 1,120.00
Watering	260 M-gal.	3.00	780.00
Moving Costs	All Required		3,300.00
Blade Grader	180 hours	16.00	2,880.00
Tractor and Dozer	150 hours	16.00	2,400.00
Tractor, Dozer and Hydraulic Ripper	150 hours	27.00	4,050.00
Scrapers	450 hours	22.00	9,900.00
Laborers	300 hours	4.50	1,350.00
Subbase	10,000 cu.yds.	1.00	10,000.00
Stone Base	4,200 cu.yds.	3.50	14,700.00
3/4"-0 Material in Base	2,800 cu.yds.	3.50	9,800.00
3/4"-0 Aggregate in Prime Coat	180 cu.yds.	5.50	990.00
MC-250 Asphalt in Prime Coat	28 tons	72.50	2,030.00
Aggregates in Asphalt Macadam	1,150 cu.yds.	2.50	2,875.00
120-150 Asphalt in Asphalt Macadam	86 tons	60.00	5,160.00
RS-K Asphalt in Asphalt Macadam	24 tons	70.00	1,680.00
12-inch Culvert Pipe	140 lin.ft.	3.50	490.00
15-inch Culvert Pipe	28 lin.ft.	4.00	112.00
18-inch Culvert Pipe	154 lin.ft.	4.50	693.00
24-inch Culvert Pipe	164 lin.ft.	6.50	1,066.00
30-inch Culvert Pipe	80 lin.ft.	10.00	800.00
72-inch Culvert Pipe	36 lin.ft.	47.50	1,710.00
50-inch Arch-Type Pipe	56 lin.ft.	21.50	1,204.00
58-inch Arch-Type Pipe	60 lin.ft.	24.50	1,470.00
Salvage Metal Cattle Guard	All Required		250.00
			$80,810.00
Flagging (57½% of Contractor's Cost)	All Required		$ 250.00
Signing	All Required		350.00
			$ 600.00
	Subtotal		$81,310.00
	10% Engr. & Cont.		8,131.00
	Subtotal		$89,441.00

Salvage Valve of Cattle Guard	All Required	$ (300.00)
	Total	$89,141.00

Length of Roadway - - - - - - - - - - - - -1.831 miles
Cost of Roadway per Mile- - - - - - - - -$48,848.17

SUMMARY OF FUNDS

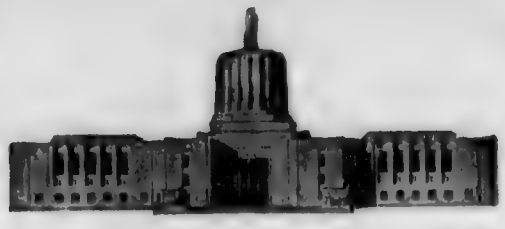
Federal Funds -	$56,400.00
State Funds -	12,741.00
County and City Funds -	20,000.00
	$89,141.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maintenance : Chap. 529, laws 1939.

RECEIVED
OCT 26 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 21, 1965

M. A. Tools Construction Co.
1235 S. W. 2nd Avenue
Ontario, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of October 12 stating that Don Greene Construction, Inc., owes you $1,700.32 since September 27, 1965. You also state that they are holding a 5% retainage which amounts to $1,014.50 for furnishing crushed aggregates in stockpile.

This appears to be in reference to the Don Greene Construction, Inc., Contract No. 6528, for grading and oiling on the Jordan Valley-Idaho State Line Section of FAS 828 in Malheur County.

The surety on this project is the Glens Falls Insurance Company through Bourland Insurance Agency, 1980 Fairgrounds Road, Salem. We will advise them of the receipt of your letter and we will also forward your letter to the Secretary of State for filing.

When your claim has been paid, please let us know so that we can clear our records.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head
C. W. Head, Assistant Secretary

CWH:fhn
cc Glens Falls Insurance Company
Bourland Insurance Agency
Don Greene Construction, Inc.
Hon. Tom McCall
Glenn L. Jackson
David B. Simpson

Please acknowledge receipt of this claim on the enclosed copy of the letter.

File 4147
FILED
OCT 28 1965
TOM McCALL
SECRETARY OF STATE

NOTED ON CARD
Jan

NOTED
C. W. HEAD

N. A. TOOLE CONSTRUCTION CO.

1235 S.W. 2ND AVENUE
ONTARIO, OREGON

TELEPHONE: TUcker 9-6262

October 12, 1965

Mr. Tom McCall
Secretary of State
Salem, Oregon

Dear Sir:

I wish to file a claim for monies due us on State Highway Contract No. 6528, Jordan Valley - Idaho State Line Section of Highway FAS 828, Malheur County.

We have a subcontract with Don Greene Construction, Inc., principal contractor on the project, for furnishing crushed aggregates in stockpile.

Don Greene Construction, Inc., is in arrears on monthly estimate monies in the amount of $ 1,700.32 since September 27, 1965. They are also holding a 5% retainage which amounts to $ 1,014.50. The job is now complete.

Very truly yours,

N. A. Toole

N. A. Toole

cc: State Highway Commission.

NOTED
C. W. HEAD

RECEIVED
OCT 14 1965
OREGON
STATE HIGHWAY COMMISSION

File FAS 828
Malheur Co

NOTED
RICHARD UNREIN

NOTED
R. H. PRANGE

September 30, 1965

NOTED
DON HARWELL

Mr. Hank Dumett
Resident Engineer
Oregon State Highway Department
Ontario, Oregon

NOTED
P. D. Arensmeier

Dear Mr. Dumett:

~~FAS~~ FAS 922

The Malheur County Court, by resolution, accepts the Hapton-Ridgeview F. A. S. #827 Road, the Jordan Valley F. A. S. #828 Road, and hereby agrees to maintain both projects.

MALHEUR COUNTY COURT

NOTED
V. R. JONES

NOTED
H. S. COX

by_____

Ellis A. White
Malheur County Judge

NOTED
R. H. PRANGE

cc: A. F. Parsons - LaGrande

NOTED
V. R. JONES

RECEIVED
OCT - 7 1965
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
OCT 25 1965
FOR FILING

S-511(1)
6528

September 24, 1965

#7

Don Greene Construction, Inc.
805 Liberty Street, N.E.
Salem, Oregon

Gentlemen:

The State Highway Commission at its meeting today considered your request for an extension of the specified completion date from July 15 to August 15, 1965, to complete Contract No. 6528 for grading and oiling on the Jordan Valley-Idaho State Line Section of FAS 828 in Malheur County.

After considering the recommendation of the Engineer and other available information, the Commission extended the completion date to August 5, 1965, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fhn

cc A. F. Parsons
P. F. Burnett
F. D. Morgan
L. H. Young
C. H. Malsom

E -320 (Rev.)--5M--8-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 7-12-65, 19

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 7-15-65 ~~xxxx~~ to 8-15-65 ~~xxxx~~, within which to complete our Contract No. 6528, without the assessment of liquidated damages. The said contract is described as follows:

Jordan Valley - Idaho State Line. Grading and oiling

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

March 24 - June 1, 1965
June 14 - June 21, 1965

Delay in crushed rock because of weather and weather unsuitable for grading.

Respectfully submitted,

Don Greene Construction, Inc.
Contractor

By Don Greene Pres.

CONSENT OF SURETY

Date July 12, 1965, 1965

We, Glens Falls Insurance Company, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Earl R Bourland
Attorney-in-fact

(SEAL)

Earl R Bourland
Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6528 Contractor Con Greene Construction Company

Highway FAS 828

Section Jordan Valley - Idaho State Line

Kind of Work Grading and Oiling

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or GRANTED. The reasons for such recommendation are as follows:

~~Granted in part as per attached letters of transmittal.~~

Based on the overrun of the original contract amount of 9.8%, applied against the original 210 calendar days allowed, justifies an extension to August 5, 1965.

Recommended for Approval:

Division Engineer

for Construction Engineer or Bridge Engineer

State Highway Engineer

State Printing 27929

Contract No. 6528

Project designation S-511(1)
State-Federal

Date awarded December 17, 1964

Work started March 1, 1965

Per cent completed 100% as of Aug. 28, 1965
Date

No. of Workdays Allowed not applicable

No. of ~~Workdays~~ Used not applicable calendar days

No. of Added ~~Workdays~~ Requested ~~XX~~ 21

FORM E-30 5OM 3-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1965

To: Mr. F. B. Klaboe
Assist. State Highway Engineer
OFFICE

SUBJECT: Extension of Time
Jordan Valley-Idaho State
Line Section
FAS Route 828
Contract No. 6528

Attached is a request from Don Greene Construction, Inc. on the subject contract for an extension of the specified completion date from July 15, 1965 to August 15, 1965 without the assessment of liquidated damages.

The contractor's request is based on delays caused by unsuitable weather for crushing rock and grading operations. Grading work is on hourly rental basis and the base and oiling are on unit bid items.

An analysis has been made of temperature and precipitation from reports of the Geological Survey Station at Danner located about 15 miles west of Jordan Valley. These reports indicate that during January, February, March, April and May, the precipitation was at or below normal. Even if adverse weather conditions could be considered as a justifiable reason for an extension of time (it cannot be under the specifications), weather records indicate that no extreme weather existed. This project is under the new specifications which permit time extension caused by change in quantities.

This contract will overrun the original contract amount by some $7,913.00 or 9.8% of the original contract amount. Utilizing this percentage of overrun of the original contract amount applied against the original 210 calendar days allowed amounts to 21 calendar days. This project was completed on August 28, 1965. The overrun in time on this project represents 44 calendar days amounting to $3,300.00 in liquidated damages based on the penalty rate of $75.00 per day.

We recommend that the specified completion date be extended to August 5, 1965. This will eliminate $1,575.00 in liquidated damages, leaving $1,725.00 outstanding.

This is a Federal-aid Secondary project and Bureau of Public Roads concurrence is not required.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:jkk
Attachments

cc: L. H. Young
A. F. Parson

RECEIVED
SEP 10 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Jordan Valley-Idaho State Line		WEEK ENDING: Sept. 24, 1965
		SECTION PREFIX: 523-1009
HIGHWAY: FAS 828		COUNTY: Malheur
NAME OF JOB: Jordan Valley-Idaho State Line	KIND OF WORK: Grading & Oiling	
CONTRACTOR: Don Greene Construction Inc.	CONTRACT NUMBER: 6528	FEDERAL AID PROJECT NUMBER: S-511(1)
DATE OF CONTRACT: December 17, 1964	DATE WORK STARTED: March 1, 1965	ESTIMATED COMPLETION DATE: August 28, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE: July 15, 1965	PERCENT OF TIME ELAPSED: 124
PROJECT AUTHORIZATION: $ 102,768.00	ENGINEERING AUTHORIZATION: $ 10,600.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
EXCLUSIVE OF ENGINEERING: $ 92,168.00	ENGINEERING COST TO DATE: $ 14,042.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100
ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING: $ 91,311.00	PERCENT OF AUTHORIZATION: 132 %	DATE PROJECT WAS COMPLETED: August 28, 1965
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 1 %		

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		SAND BLANKET
100	100	100	100	100			100
			GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	~~XXXX~~
MILES IN PROJECT			1.83	1.83		1.83	1.83
MILES PARTIALLY COMPLETED			~~XXXX~~1.83	1.83		1.83	1.83
MILES COMPLETED			1.83	1.83		1.83	1.83
TOTAL ESTIMATED QUANTITIES (CONTRACT)			1,230 hrs	7,000 C.Y.		1,330 C.Y.	10,000 C.Y.
TOTAL QUANTITIES CORRECTED TO DATE			1,500 hrs.	6,767 C.Y.		1,349 C.Y.	14,395 C.Y.
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			1,500 hrs.	6,767 C.Y.		1,349 C.Y.	14,395 C.Y.
AVERAGE DAILY QUANTITIES							
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME							
NUMBER OF SHIFTS PER DAY							
HOURS PER SHIFT							

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	No report on weather in Jordan Valley area.			
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	NO ACTIVITY BY CONTRACTOR-PROJECT COMPLETE.
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Working on Semi-final Estimate. This will be submitted to Division Office the first part of next week. This will be the final report on this project.

SIGNED P. F. Burnett LOCATION 3280 E. Idaho Ave.

P. F. Burnett, Res. Engr. Ontario, Ore.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP-F216

RECEIVED
SEP 16 1965
FOR FILING
S-511(1)
L.I.T.

September 15, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 7
September 28 meeting

Gentlemen:

We have received a request for an extension of time from Don Greene Construction, Inc., contractor on the Jordan Valley-Idaho State Line Section of FAS Route 828 in Malheur County, Contract No. 6528. The request as submitted is for an extension of the specified completion date from July 15, 1965, to August 15, 1965.

The contractor's request is based on alleged delays caused by unsuitable weather for crushing rock and grading operations. Even if adverse weather conditions could be considered as a justifiable reason for an extension of time (it cannot be under the specifications), weather records indicate that no extreme weather existed.

The contract will, however, overrun the original contract amount by some $7,913 or 9.8 percent. Utilizing this percentage of overrun against the original 210 calendar days allowed amounts to 21 calendar days. This project was completed on August 28, 1965, with an overrun of 44 calendar days amounting to $3,300 in liquidated damages.

I recommend that the completion date be extended 21 days to August 5, 1965. This will eliminate $1,575, leaving $1,725 in liquidated damages outstanding.

This matter will be presented for your consideration at the September 28 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

Enc.

DES:jkk fn

E—320 (Rev.)—8M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 7-12-65, 19

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 7-15-65 ~~days~~ to 8-15-65 ~~days~~, within which to complete our Contract No. 6520, without the assessment of liquidated damages. The said contract is described as follows:

Jordan Valley - Idaho State Line. Grading and oiling

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

March 24 - June 1, 1965
June 14 - June 21, 1965

Delay in crushed rock because of weather and weather unsuitable for grading

Respectfully submitted,

Don Greene Construction, Inc.
Contractor

By Don Greene Bus.

CONSENT OF SURETY

Date July 12, 1965, 19

We, Glens Falls Insurance Company

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Earl D Bourland
Attorney-in-fact

(SEAL)

Earl D Bourland
Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6528 Contractor Con Greene Construction Company

Highway FAS 828

Section Jordan Valley - Idaho State Line

Kind of Work Grading and Oiling

It is recommended that the request for increase in the number of workdays within which to complete said contract be [redacted] GRANTED. The reasons for such recommendation are as follows:

[redacted]

Based on the overrun of the original contract amount of 9.3%, applied against the original 210 calendar days allowed, justifies an extension to August 5, 1965.

Recommended for Approval:

Division Engineer

for Construction Engineer or Bridge Engineer

State Highway Engineer

State Printing 27929

Contract No.	6528
Project designation	S-511(1) State-Federal
Date awarded	December 17, 1964
Work started	March 1, 1965
Per cent completed	100% as of Aug. 28, 1965 Date
No. of Workdays Allowed	not applicable
No. of Workdays Used	Not applicable calendar days
No. of Added [redacted] Requested	21

RECEIVED
AUG 12 1965
FOR FILING
1-5111(1)
6528

August 11, 1965

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6528, the Jordan Valley-Idaho State Line grading and oiling project in Malheur County is anticipated. Don Greene Construction, Inc., of Salem is the contractor. The original project authorization was $91,586.25 and the present anticipated cost is $102,768.00, indicating an overrun of $11,181.75, or 12.2 percent.

This overrun was mainly caused by an overrun in subbase material and equipment rental items.

The overrun in subbase materials was the result of obtaining an unanticipated very high compaction ratio which in turn required more material to satisfy the depth requirement.

Equipment rental items overran the contract amount due to the additional work required to maintain roadbed during construction.

This request for an additional authorization will be presented to you at the August 23 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maisen
A. E. Parsen

DES:bjm FBK:srb fn

FORM E-30 80M 8-65 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1965

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Overrun of Project Authorization
Jordon Valley-Idaho State Line Section
FAS Route 828
Contract No. 6528

Attached is a report on an expected overrun of project authorization on the subject contract. This project for grading and oiling is under contract to Don Greene Construction, Inc. of Salem and is partly on an equipment rental basis. The original project authorization was $91,586.25. The present anticipated cost is $102,768.00, indicating an overrun of $11,181.75, or 12.2%.

This overrun was caused by a large overrun in engineering expense and an overrun in sub-base material and equipment rental items.

The overrun in engineering is a direct result of the geographical location of this project in relation to the location of the survey crew headquarters. Because of the relatively small size of the project it was not considered expedient to transfer the crew to Jordon Valley. This resulted in increased travel time, per diem and transportation expenses. Had the crew been transferred the cost may have been even higher.

The overrun in sub-base material was caused by a difference in the compaction percentage used in computing the estimated quantities when the plans were prepared and the actual compaction realized. The standard compaction percentage used in estimating surfacing quantities is 30. The type of material which was utilized during construction had an actual compaction ratio of 50%, thus requiring 40% more material than had been anticipated.

Equipment rental items over-ran the contract amount 20%, due to additional work required to maintain roadbed during construction.

It is recommended that the project authorization be increased by $11,181.75, from $91,586.25 to $102,768.00. A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond
Staff Assistant

DES:bjm
Attachments

cc: L. H. Young

RECEIVED
AUG 9 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 6 - 1965
FOR FILING

Please note on card

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FREDERICK
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 4, 1965

Leon Salt Landscaping
Route 3
Caldwell, Idaho

Gentlemen:

This is to acknowledge receipt of your claim letter of July 29, stating that you have received payment from Don Greene Construction, Inc., for 594 hours of work at $10.00 per hour when in actuality you state you are owed for 99 hours at $10.00 per hour. You mentioned that this service was for backhoe machine loader and operator.

From the description given, it appears that the contract to which you refer is our Contract No. 4518, awarded to Don Greene Construction, Inc., for grading and oiling of the Jordan Valley-Idaho State Line Section on FAS 628 in Malheur County.

The surety on this project is the Glens Falls Insurance Company through Bourland Insurance Agency, 1980 Fairgrounds Road, Salem. We will advise them that your letter has been received and we will also send your letter to the Secretary of State for filing.

Please let us know when your claim has been paid so that we can make the notation in our records.

NOTED ON CARD

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

CMHigs

cc: Glens Falls Insurance Co.
Bourland Ins. Agency
Don Greene Construction, Inc.
Hon. Tom McCall
Commissioners

RECEIVED
AUG 5 1965
OREGON
STATE HIGHWAY COMMISSION

FILED
AUG 5 1965
TOM McCALL
SECRETARY OF STATE

P.S. Please acknowledge receipt of this claim on the enclosed copy of your letter.

Route Three
Caldwell, Idaho
July 29, 1965

Oregon State Highway Commission
Salem, Oregon

To Whom It May Concern:

Contract #6528

Concerning work done on highway project at Jordan Valley, Oregon by Don Green Construction, Inc., 605 Liberty St., N. E., Salem, Oregon. Please be advised that from 6-3-65 to 7-9-65 inclusive, I was employed by Don Green Construction, Inc. as backhoe machine, loader, and operator of said machine.

(over please)

We have received payment for 88½ hours work at $10.00 per hour, when in actuality we are owed for 99 hours work at $10.00 per hour. Said work has been completed. Please look into this matter as we feel an adjustment is due us.

We will expect to hear from you at your earliest convenience.

Sincerely yours,
Leon Helt

LEON HELT LANDSCAPING
Route 3, Caldwell, Idaho
Dial 459-8159

RECEIVED
JUL 31 1963
OREGON
STATE HIGHWAY COMMISSION

Form No. [illegible]

RECEIVED
SEP 1 - 1965

OREGON STATE HIGHWAY DEPARTMENT

5-571(1)

Report on Expected Over-run of Project Authorization

Project Name Jordan Valley - Idaho State Line Date July 1, 1965

Highway F. A. S. 828 Contract No. 6528

County Malheur Kind of Work Grading & Oiling Contractor Don Greene Const. Inc.

Contract Amount $ 80,810.00

Expected over-runs and under-runs in contract items:	Quantity	Unit Price	Amount
Major items, itemized:			
Item 4 Blade Grader	+ 70 Hrs.	16.00 Hr.	+ 1,120.00
" 5 Tractor & Dozer (D-6)	+ 75 "	16.00 Hr.	+ 1,200.00
" 6 " - " and Hyd. Ripper(D-9)	+ 30 "	27.00 Hr.	+ 810.00
" 7 (Scrapers)	- 30 "	22.00 Hr.	- 660.00
" 9 Sub Base	+ 4,000 C.Y.	1.00 C.Y.	+ 4,000.00
Item 10 Stone Base (Deleted by P. A. #3) (and new amount included in approved work order) (total below)	- 4,200 C.Y.	3.50 C.Y.	- 14,700.00
Minor items, unitemized algebraic total			+ 247.00
Subtotal			$ - 7,983.00
Approved work orders (Price, extra work and state force orders)			$ 16,065.00

Expected over-runs and under-runs in work orders:	Amount
Major items, itemized:	
P. A. # 1	+ 1,196.00
Minor items, unitemized algebraic total	00.00
Subtotal	$ 1,196.00
Authorization for engineering	$ 6,512.80
Expected over-run or under-run of engineering authorization	$ 4,087.20
Costs not included above (explain) Antique (Anticipated items) Flagging 150.00 Signing 350.00	$ 600.00
Allowance for future contingencies (4 % of work remaining) ($42,000.00)	$ 1,600.00
Credits to come from transfers and deductions	$ ---------
Present estimate of project cost	$ 102,768.00

Brief Statement of principal causes of over-run:

~~See attached letter.~~

A large overrun in engineering expense and an overrun in sub-base material and equipment rental items.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem office.
Project authorization	$ 91,586.25	
Present estimate of project cost	$ 102,768.00	
Expected over-run (Amount)	$ 11,181.75	
Expected over-run (per cent)	12.2	

Submitted by: R. D. Bennett
Resident Engineer

Noted by: [signature]
Construction or Bridge Engineer

Confirmed by: .....
Division Engineer

Noted by: [signature]
Deputy or Assistant State Highway Engineer

State Printing 06710

RECEIVED
APR 7 - 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 2, 1965

To:

Mr. F. D. Morgan
Construction Engineer
Salem

SUBJECT: Jordan Valley-Idaho State Line
FAS 828, Malheur County
Contract 6528

Refer to your letter of March 29 concerning the engineering charges on the subject section. This has been discussed with the resident engineer and henceforth this project will be handled with a bare minimum of engineering personnel.

At the present time no construction activities are underway, consequently no engineering charges are being made.

This project is located some 90 miles from the resident engineer's headquarters and this is a factor that produces engineering costs.

NOTED
F.B. KLABOE

A. F. Parson
Division Engineer

By Alfred Shirley Jr

Alfred Shirley, Jr.
Assistant Division Engineer

AS:dj

cc: P. F. Burnett

Copy to Klaboe

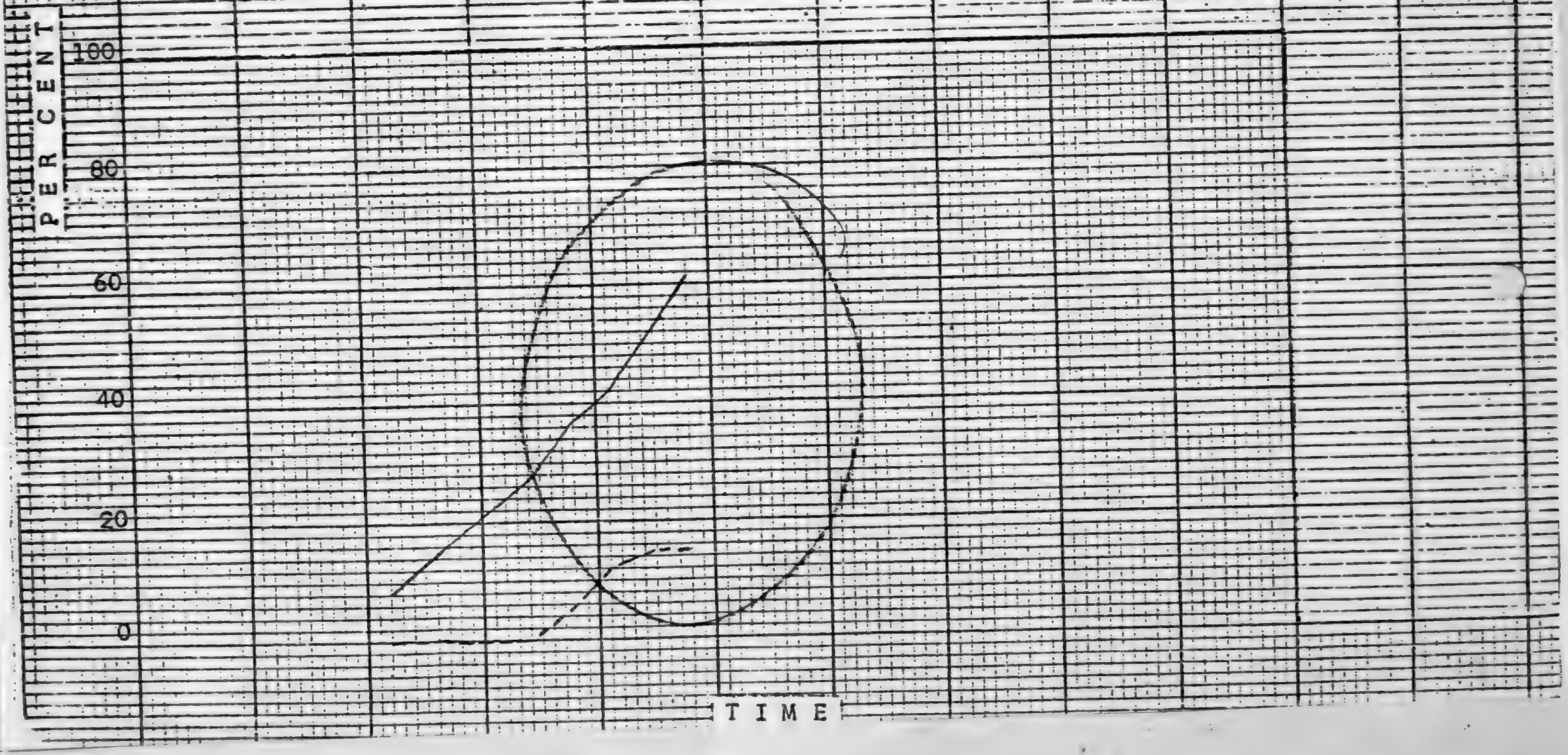
RECEIVED
APR 6 1965
OFFICE OF
STATE HIGHWAY ENGR.

CONSTRUCTION DIVISION
APR 5 1965
NOTED
ACE ACE

Section Jordan Valley - Idaho State Line
Highway FAS 828
Contract No. 6528
F.A. Proj. No. S-511 (1)

Contract Completed _____

Engineering Expended _____



MAR 10 1965 D

FOR FILING

December 17, 1964

Don Greene Construction, Inc.
605 Liberty Street, N.E.
Salem, Oregon

AGENDA
JAN 27 1965
3b

Gentlemen:

The State Highway Commission on December 15 accepted your proposal for grading and oiling Jordan Valley-Idaho State Line Section of FAS 828 in Malheur County for the sum of $80,810 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6528.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[redacted]
cc
Pac. Bldr. & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland

Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
NOV 18 1964
FOR FILING

S-511(1)
G 531

MISC. CONTRACTS and
AGREEMENTS No.

Salem, Oregon
November 17, 1964

FAS-C Construction Agreement
Jordan Valley-Idaho State Line Section
FAS 828, S-511(1)
Malheur County and City of Jordan Valley

Mr. H. S. Cox
County & City Engineer
Building

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of FAS-C Construction Agreement with Malheur County covering the Jordan Valley-Idaho State Line Section of FAS 828 in Malheur County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to Malheur County and a partially signed copy to the City of Jordan Valley.

Secretary

rn
Attach: 1

October 15, 1964

NOTED
R. H. PRANGE

NOTED
H. S. COX

NOTED
P. B. Arensmeier

NOTED
R. M. ALLIS

TO: Malheur County Court
Courthouse
Vale, Oregon

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310).

NOTED
DON HARWELL

Highway Broadhurst Lane (FAS 828)

Section Jordan Valley-Idaho State Line

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☒

If answer is yes, please list organizations:

November 4, 1964
(date)

By Ellsi A. White

By Earl Hack
Commissioner

By Jacob Bisbee
Commissioner

RECEIVED
NOV 6 1964
COUNTY DIVISION

cc: L.H. Young
11-9-64

NOTED
V. R. JONES

October 15, 1964

1963

NOTED
R. H. PRANGE

TO: Jordan Valley City Council
City Hall
Jordan Valley, Oregon

Attention: Hon. Tom Hardman, Mayor

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310).

NOTED
DON HARWELL

Highway Broadhurst Lane (FAS 828)

Section Main Street Unit of Jordan Valley-Idaho State Line Section

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☒

If answer is yes, please list organizations:

10/20/64
(date)

By Tom Hardman

By _____
Commissioner

By _____
Commissioner

Copy to Young
10-22-64

RECEIVED
OCT 21 1964
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
SEP 21 1964
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 15, 1964

To: MEMORANDUM TO FILE

SUBJECT: File 36184
Jordan Valley-Idaho Line
Broadhurst Lane County Road
Malheur County

After receipt of O. J. Buxton's letter of August 26, transmitting the State of Idaho's proposed application for a gravel-mineral lease in Sec. 36, T. 5 S., R. 6 W., W. M., Boise Maridian, Owyhee County, Idaho, I talked to the Specifications Department, and they agreed to put in the quarry site in accordance with our understanding with the State of Idaho. Since I was unable to secure any parcel less than 600 acres on which to make the application, Mr. Moehring suggested making the application for 600 acres for one year. With the help of James Kuhn, the application was revised and signed by Mr. Shaw on September 11. That same date in the five o'clock mail, we forwarded the application and our transmittal letter to Mr. O. J. Buxton, Boise, Idaho, with the request that he call us collect.

Mr. Buxton called collect at eleven o'clock Monday morning, September 14. He requested that our application be cut to 10 or 20 acres. We formally agreed to do this over the phone, with the understanding that there would be a $5 application fee and a $5 charge for the lease. Everything else in the application was satisfactory to the State of Idaho. Mr. Buxton will forward the formal lease to this office for presentation to the Highway Commission.

I then again personally contacted the Specifications Department as to whether they would go ahead with the advertising of this project on October 6. I was to advise them if Mr. Barbee approved the reduction of the area to 20 acres the contractor specifies out of the 600. The 20 acres to be chosen by the contractor was satisfactory with Mr. Barbee. The Specifications Department was immediately notified. They advised that Hill Young said they would postpone the FAS project until December 1964.

Since Mr. Shaw has signed the application on September 11, I tried to contact him but was informed by his secretary that he would not be in the office until Thursday, September 17.

The Bureau of Land Management's free use permit having been previously secured and phone approval of the State of Idaho received this date, we consider this office cleared the quarry sites as of Monday, September 14, 1964. Upon receipt of the formal lease from the State of Idaho, we will need $10 to mail to the Idaho State Land Commissioner to bind our application.

EARL F. SALING
Right of Way Office Manager

EFS:ls

cc: Mr. Lloyd P. Shaw
Mr. L. H. Young
Mr. D. J. Barbee
Mr. A. F. Parson
County-City Division

RECEIVED
SEP 16 1964
OF
STATE HIGHWAY

RECEIVED
SEP 9 - 1964
FORM E-30 50M 6-61 36681
PUBLICITY

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 8, 1964

SUBJECT: File 36184
Jordan Valley-Idaho Line
Malheur County

To:
Mr. Lloyd P. Shaw
Asst. State Highway Engineer
B U I L D I N G

In response to our proposal of August 19, Mr. O. J. Buxton, Idaho State Land Commissioner, by letter of August 26, 1964 sent Idaho's proposed application form for mining claim rental at 25¢ per acre with 10¢ per cubic yard royalty to be charged after the rental payment was used up. The Specifications Department has agreed to put this in the specifications in accordance with the lease or permit we will secure from the State of Idaho.

Per Mr. Moehring's instructions, we are trying to have our attorneys help us prepare the one-year application on the 600 acres, with the right to remove materials for another year. It was thought that the State Highway Department could advance the $150 and deduct same from the contractor's estimate as royalty if he chooses to use the quarry site. We hope to forward our proposed application and lease to Boise, Idaho in the next day or two, and then get phone permission or clearance from Idaho for this site.

Earl Saling
EARL F. SALING
Right of Way Office Manager

EFS:ls

Sched. Oct 6

Fas 828

NOTED
U. S. C&GS

August 28, 1964

NOTED
P. E. Materials

Hon. Ellis A. White
Malheur County Judge
Courthouse
Vale, Oregon

NOTED
DON HANWELL

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

Dear Sir:

In answer to your letter of August 24 regarding the base material sources for the Jordan Valley-Idaho State Line Section of FAS 828, the sand deposit on the BLM land will be mandatory for the bottom base course and permission has been received for its use. The source for crushed material will be left open for the contractor to determine. However, the quarry site controlled by the Idaho State Land Board will be made available to the contractor as it contains material which passes all tests. The Jaca pit gravel did not meet test requirements for uncrushed material but could be used for crushed materials if the product passes the required tests.

Very truly yours,

H. S. Cox
County and City Engineer

By

Verne R. Jones
Planning Engineer

VRJ:mm

NOTED
V. R. JONES

The County of Malheur

MALHEUR COUNTY COURT

Ellis A. White,
County Judge
EARL M. FLOCK,
Commissioner
JACOB FISCHER,
Commissioner

VALE, OREGON

August 24, 1964

NOTED
H. S. COX

NOTED
DC

H. S. Cox, Engineer
County & City Relations
State Highway Department
Salem, Oregon

Re: File 36184
Jordan Valley-Idaho State
Line Section, Malheur County

Dear Sy:

Enclosed is a copy of letter of August 19, 1964, from L. I. Lindas, Chief Council by Earl F. Saling, Right of way Office Manager, concerned with materials source in Idaho.

This raises a question as to wheather or not the specifications and letting of contract will carry option to use as alternate gravel from the Jaca Ranch, Southwest of Jordan Valley, or sand deposit source on Bureau of Land Management property across into Idaho.

Sincerely,

Ellis A. White

Ellis A. White
County Judge

EAW/brp
Enclosure (1)

Sand Pit will be mandatory

RECEIVED
AUG 27
ENGINEER
COUNTY & CITY DIV.

FORM E-123X 50M 3-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUARRY, SECRETARY
SALEM

RECEIVED
AUG 13 1964
ENGINEER
COUNTY & CITY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

Malheur
for 825

NOTED
P. B. Ammerman

NOTED
R. H. PRANGE

August 19, 1964

NOTED
DON HARWELL

Mr. O. J. Britton
Idaho State Land Commissioner
State Capitol Bldg.
Boise, Idaho

File 36184
Jordan Valley-Idaho State
Line Section
Broadhurst Lane County Road
Malheur County

NOTED
R. M. ALLIS

Dear Sir:

The State of Oregon, by and through its State Highway Commission, in cooperation with Malheur County, proposes to advertise a contract for the improvement of the Jordan Valley-Idaho State Line Section of FAS 828 in Malheur County, in October of 1964. Our engineers find they need a source of materials from Section 36, Township 5 South, Range 6 West, Boise Meridian, for base rock in the reconstruction of the County Road. The State would like to advertise this for an estimated 10,000 cubic yards to be obtained from the property at the option of the contractor who is awarded the contract by the State of Oregon in cooperation with Malheur County.

This is a formal application for such a lease or assignable option for the removal of an estimated 10,000 cubic yards from a portion of Section 36 except the SW¼SW¼ of said Section. Royalty or any consideration to be paid for the materials will be the responsibility of the contractor who assumes the State's option or lease and at the price stated in said instrument, the final permit or lease to run to the end of 1966 or the completion of the highway reconstruction, whichever is sooner.

To show this 600-acre parcel of property more fully, we are enclosing three prints of our drawing 1R-4-76, together with a sample of the State Highway Commission's Lease and Sale of Road Materials form, which we use in acquiring materials from private individuals.

Would you please submit your proposal on the site in the near future so that, if possible, we could incorporate this in the provisions of the State's contract, which will be financed with FAS money. The State has already secured a permit for sand materials through the Bureau of Land Management Office in Boise. Only the heavier rock is needed from this source.

Very truly yours,

L. I. LINDAS
Chief Counsel

NOTED
V. R. JONES

By

Earl F. Saling
Right of Way Office Manager

EFS:ls
Encs.

cc: Malheur County Court
County-City Division
Mr. A. F. Parson

36

36184-C

1320'

Jordan Valley 4.3 Mi.

Approx. ℄ of County Road

SW¼ SW¼
Deeded Land

1320'

1R-4-76

All of S.36 except SW 1/4 of SW 1/4

NOTE: This property located in State of Idaho.

℄ of County Road 2

T. 5 S., R. 6 W.
BOISE ~~MERIDIAN~~

OREGON STATE HIGHWAY DEPARTMENT	
To be acqrd. from	STATE OF IDAHO
For	Talus Pit
Highway	County Road
County	Owyhee, Idaho
Scale 1"=600'	Date July. 1964

RECEIVED
AUG 17 1964
FOR FILING

Salem, Oregon
August 13, 1964

Mr. Walter T. Wright
Right of Way Engineer
BUILDING

Jordan Valley-Idaho State Line Section
FAS 828, Malheur County
Material Sources on Idaho State Land
R/W File No. 36184

R. H. Prange, in a memo to files dated August 11, outlines a procedure through which a material source in Owyhee County, Idaho, would be made available for use on FAS 828 (Jordan Valley-Idaho State Line). A copy of Mr. Prange's memo was directed to Mr. Saling who, presumably, would be concerned with implementing Mr. Prange's suggestions.

Please review Mr. Prange's proposal and if you find no fault with it, take actions as outlined therein.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:hlb

FORM E-30 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1964

NOTED
DON HARWELL

P. B. Amundsen

SUBJECT: Jordan Valley-Idaho State Line Section
FAS 828, Malheur County
Material Sources on Idaho State Land
R/W File No. 36184

To: MEMO TO FILES

On Wednesday, July 29, 1964, I contacted Mr. Corcoran, assistant to O. J. Buxton, Idaho State Land Commissioner, in Boise concerning the above subject. I explained to him that to the best of our knowledge, the most desirable source for surfacing on the Malheur County FAS-C project is located in Section 6, T. 5S., R. 6W., Boise Meridian, which is state-owned land under the control of the Idaho State Land Board. It was also explained to him that such a site would also benefit Owyhee County since they are interested in obtaining material for their county roads in the same area.

Mr. Corcoran suggested that either the Oregon Highway Department or Malheur County apply to the Idaho State Land Board for a permit for the removal of materials for the Malheur County project. The application would then be investigated and reviewed by the Land Board at its regular monthly meeting.

It is recommended that, in order to expedite the acquisition of the talus material site from the State of Idaho, Mr. Earl Saling send a letter of application to O. J. Buxton, Idaho State Land Commissioner, State Capitol, Boise, Idaho, covering the following points:

1. A permit to be issued by the Idaho State Land Board authorizing the removal of approximately 10,000 cubic yards of crushed material by a contractor operating under contract to the Oregon State Highway Commission.

2. Any royalty to be paid for the material would be the responsibility of the contractor.

3. Pursuant to investigations made by Oregon State Highway Department personnel, this source of material is most suitable for use and provides one of the shortest haul routes to the project.

4. The material, although used on a Malheur County Federal-aid route in Oregon, would also be of benefit to the State of Idaho through the improvement of the inter-county

NOTED
V. R. JONES

MEMO TO FILES (Cont'd) August 11, 1964
FAS 828, Malheur County

road systems of Malheur and Owyhee Counties since Owyhee County is definitely interested in the possibility of a contractor moving into the area and providing aggregates for other Owyhee County roads.

It is also recommended that, if this permit is approved by the Idaho State Land Board and the material source is made available for the project, the contractor be instructed in the specifications to add the payment of any royalties to the State of Idaho in his bid prices for aggregates.

R. H. Frange, Field Engineer
County and City Division

RHF:mm

cc: L. P. Shaw
Earl F. Saling
V. G. O'Neil

For 828
Malheur C.

FORM E-30X---50M---12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1964

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

SUBJECT: File 37190
Broadhurst Lane County Road
Malheur County, Oregon

To:
Mr. A. F. Parson
Division Engineer, Division V
State Highway Department
LaGrande, Oregon

NOTED
R. H. PRANGE

Thanks to the assistance of the County & City Division, we have obtained quick action from the Boise Bureau of Land Management and are today sending you two copies of the Free Use Application and Permit dated July 29, 1964.

We understand that this project has now been postponed until October or later because it is impossible to secure a lease or permit on such short notice from the Idaho State Land Board.

EARL F. SALING
Right of Way Office Manager

EFS
WC:ls
Attachs 2 copies Permit

cc: County & City Division

Maintenance Department
Attention Mr. John Phillips
(With copy of Permit)

RECEIVED
AUG 3 1964
ENGINEER
COUNTY & CITY DIVISION

Prange Please have Saling pursue negotiations with Land Board for Talus Rock

NOTED

FORM E-123X 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 24, 1964

U. S. Department of the Interior
Bureau of Land Management
Boise, Idaho

File 37190
Broadhurst Lane County Road
Malheur County

RECEIVED
JUL 27 1964
ENGINEER
COUNTY & CITY DIVISION

Gentlemen:

We attach three prints of Oregon State Highway Department drawing 1R-4-74, on which is shown the west 990 feet of the N½NW¼NE¼ of Section 26, Township 5 South, Range 6 East, Boise Meridian, together with a 20-foot haul road from the Southeast corner of the above subdivision to the Jordan Valley-Silver City Road.

The State of Oregon and Malheur County, in connection with the improvement of the Broadhurst Lane County Road, would like to obtain a Free Use Permit for the removal of approximately 10,000 cubic yards of sand for topping and base material on the County Road in Malheur County, Oregon.

We would like to have your reply as to the feasibility of obtaining this permit or the actual permit itself on or before July 31, 1964, as the Highway Department proposes to advertise the contract on this site for bid opening on August 25.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

Earl F. Saling
Right of Way Office Manager

EFS:ls
Encs. Application in triplicate
& 3 prints of drawing

cc: County & City Division
(With print)

BOISE M
T.5S., R.

23
26
The Portion of N½ of NW¼ of NE¼
of Section 26, T. 5S, R. 6W Shown.
Note: This property located in State of Idaho.
660'
990'
37190
68°40'
S21°20'E
1080'
℄
20' Strip
For Haul Road
15°02'
S6°10'E
385'
Silver City
Jordan Valley 2.7 Mi.
Oregon-Idaho Line 0.7 Mi.

1R-4-74

23 24
26 25

BOISE MERIDIAN
T. 5S., R. 6W.

N

Silver City →

OREGON STATE HIGHWAY DEPARTMENT	
To be cad from	U.S. Govt.
For.	Sand Deposit
Highway	County Road
County	Owyhee, Idaho
Scale 1" = 200'	Date July 1964

7-22-64

NOTED
R. M. ALLISON

Oregon State Highway Commission
State Highway Building
Salem, Oregon

NOTED
P. B. Arensmeier

Attention: County and City Relations Division

Subject: Federal Aid Project No. S-511(1)

Highway No. FAS-828

Project Name Jordan Valley - Idaho State Line

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

*2. We hereby certify that there has been no displacement of persons from residences, farms, or businesses.

*3. We hereby certify that all displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.

Dated at Vale, Oregon, this 22nd day of July, 1964.

Malheur County Court

Ellis A White
Judge

NOTED
H. S. COX

Commissioner

Commissioner

NOTED

RECEIVED
JUL 22 1964
ENGINEER
COUNTY & CITY DIVISION

*NOTE: Certify either paragraph 2 or 3.

Copies to Walt Wright
" " Division V

RECEIVED
MAY 26 1964
FOR FILING
S-571 (1)
(G-521)

May 25, 1964

Honorable Ellis A. White
Judge of the Malheur County Court
Courthouse
Vale, Oregon

Re: Broadhurst Lane, FAS 620
Malheur County

Dear Judge White:

I have finally had an opportunity to review the proposal which you left with Mr. Dan Edwards, with respect to the above-mentioned project. This project was an extension from a junction with US95 in Jordan Valley to the Idaho border.

As I understand your proposal, it is your desire to remove the above section of highway from a FAS project and complete the project partially with County forces and partially by private contract to be awarded by the County, using $20,000 of Special City Allotment Funds as part of the project's financing. Your reason for this arrangement, I believe, is to reduce the cost of the project through use of County forces, change in basic design, or use of materials other than those considered in the project as estimated by our Department.

The estimated costs within the City of Jordan Valley, based on the design for the FAS project, would have been between $30,000 and $40,000. Under the statute permitting the Highway Commission to spend money on streets not a part of the highway system, it was possible to contribute the maximum of $20,000 since the City section would exceed this by from 50 to 100 per cent. There was no question that the funds earmarked for city street use would be expended thereon.

I have checked with our Chief Counsel on the matter of your proposal and find that, in his opinion, we cannot proceed in the manner you suggest since no restriction on the use of the $20,000 to the City system could be assured.

We are, of course, quite willing to discuss this matter further any time you should desire.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter
Tom Edwards
L. I. Lindas
H. S. Cox

Idaho

Oregon

Ties on I 5 miles now being improved and oiled by Owyhee County.

Rocky Butte

West Highway 95

North Highway #95

Proposal.

Malheur County to take this project out of F. A. S. Beild, improve road from Jordon Valley, City corner tie ingon to Highway 95 in City and running to Oregon Idaho State Line, with own work force following base and design specifications (already engineered) except at X.

Oiling to be done by contract using State specified Oil.

Malheur County to put in Culverts, lengthen or widen bridge to 24 or 26 ft, both in City of Jordon Valley and County part of road.

Road built will meet approval of State.

Malheur County on Competion and acceptance, to recieve the $20,000 from City Fund set aside by Highway Dept. to assist cities under 2500 population.

Present F. A. allocation will then be used on Napton 227 F. A. S. Project from Highway 201 to Oregon, Idaho of approx 5 miles

827

Reason for proposal, ~~807~~
Malheur County committed to F.A.S.
at Nampton. This project has been on
planning schedule before Foothill
Drive or Harper Westfall F.A.S. projects.
As designed with exception X on pro-
posal road will follow (largely)
the existing road and meet approval
of Jordon Valley Community. This road,
presently carries all of the traffic
from S.W. area of Owyhee County
into Jordon Valley. Serving approximately
60 families, over A D T Count 140 Vehicles
per day. Project tieing onto Owyhee
project now under way will give
the area 7 miles of oiled road coming
into Jordon Valley and on State
Highway 95, North & South.

State Highway Department will have provided a much needed oiled road improvement to Jordon Valley, meeting the qualifications of cities under 2500 population at less money then by any method devised by Jordon Valley or State at a cost of $20,000.00.

Malheur County Court will get off the hook on previous committments to Nampton Area, which will take up all of present Federal Matching Funds.

State Highway Dept. will not be requested to approve the project on the F.A.S. system.

The community will be pleased with road built as will Napton Community by reason that a Best Dump is located at Nampton Siding Proposed Nampton Siding F.A.S. project will tie on to Idaho Oiled road.

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

REVISED

REVISED

Section JORDAN VALLEY-IDAHO STATE LINE Highway F.A.S. 828 County MALHEUR

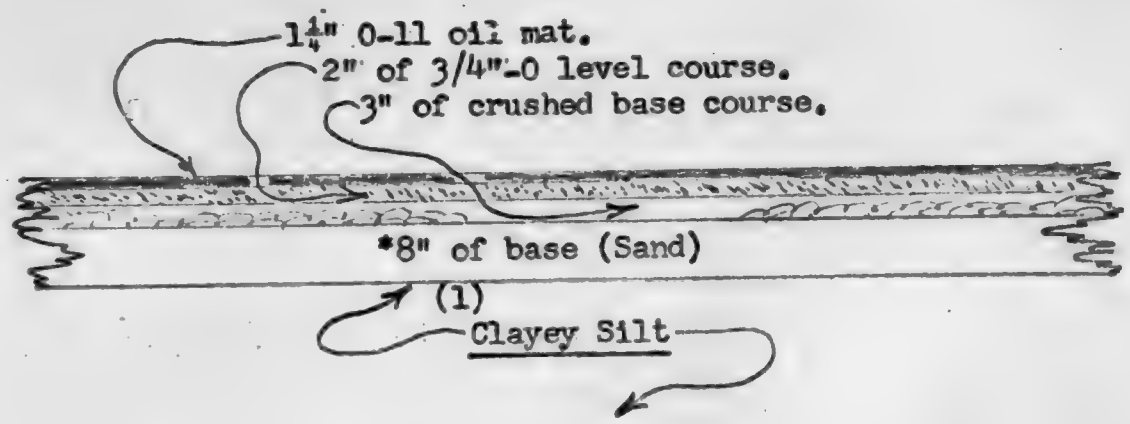
Approx.
Res. Engr. R.R. Cameron Length of Project 1.9 Miles. Sta. to Sta.

Prefix 523-0499

Date 1-29-64

Frost Penetration - 36"±

TYPICAL SECTIONS Traffic Classif. - LIGHT



(1)
Typical Soil

47	LL
14	PI
100	% P10
86	% P200
0	% Gravel
2	% C Sand
12	% F Sand
59	% Silt
27	% Clay
8	"R" Value (Corrected)

AASHO CLASSIF. - A-7-5 (11)

*Laboratory Report attached.

Required Base & Year		Designed Base & Year			
Crushed	Not Crushed	Exist. Surf. Allow.	New Work		
			1¼	0-11	
			2	Level	
			3	Cr Base	
			8	Base (Sand)	
12			14¼		

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

NOTED
LLOYD P. SHAW
ASSISTANT

Submitted by [signature] Staff Assistant

Recommended by [signature] Asst Construction Engineer

Recommended by [signature] Engineer of Materials

Approved by [signature] Deputy State Highway Engineer

cc Bast, State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

County-City (2)

FEB 11 1964

PAVEMENT TYPE SELECTION

JORDON VALLEY- IDAHO STATE LINE
F.A.S. 828
MALHEUR COUNTY
Prefix 523-1499

Principal Factors Governing Selection

1. Traffic Classification: LIGHT Present ADT 100 1980 ADT 140 % Heavy Vehicles 10
   (NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration 36"± Precipitation Annual 9"±

4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally oil mats

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: County prefers an oil mat.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an 0-11 oil mat has been selected.

34

Form E-83—814—7-62

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project Jordan Valley-Idaho State Line
Highway FAS 828
Contractor
Submitted by V. Moore

Contract No.

Prefix 37-1422-910
County Malhuer
F. A. Project No.
Date reported July 29, 1963

REPORT ON SAMPLE OF FINE AGGREGATE

Source of material 0.25 miles Lt of Mp 1.3
Sampled at
To be used Select Topping
Sampled by Moore

Date received July 26 1963
Quantity represented

TEST RESULTS

Laboratory No. 648813
Data sheet No. A 258

Type of material Sand
Treatment of sample

GRANULOMETRIC ANALYSIS

Retained on sieve	Per cent single sieve	Per cent accumulative	Fine aggregate
			Pass
10	0	0	100
40 Coarse Sand	43.4	43.4	56.7
80 Fine Sand	49.2	92.6	7.4
200	5.8	98.4	1.6
Pass Silt & Clay	1.6	1.6	
Total	100.0		

Screen Opening: Square

Strength test, per cent of standard mortar:
Compression %
Organic Material, color plate No.
Specific gravity (Le Chatelier) 2.61
Unit weight, lbs. per cu. ft., dry rodded
Unit weight, lbs. per cu. ft., loose
Fineness factor
Sodium sulfate test, per cent loss
Elutriation %
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 0 %
Manufactured fines %
Liquid limit: Natural fines 26 %
Manufactured fines %
Sand equivalent

Date sampled

RECOMMENDATIONS

Material as represented by this sample ..... suitable for use.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Parson
Resident Engineer
Dist. Maint. Supt.
Foreman
x Geology and Soils
x Files
x V. Moore

State Printing 43617

D. W. Hoover
Engineer of Materials

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. M. ALLISON

Laboratory Report

Project: Jordan Valley - Idaho State Line
Highway: FAS 626
Contractor:
Submitted by: P.W. Yarbrough

Contract No.

Prefix No.
County:
F A Project No.
Date Reported: Dec. 18 1963

NOTED
R. H. PRANGE

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material: 2.5 Miles beyond Idaho line Sample #2
Sampled at: Face

To be used: Pavement & Surfacing - Base; Top ; Oiling
Sampled by: K.S. Cox

Date received: Dec. 6 19--
Quantity represented:

TEST RESULTS

Laboratory No. 675830
Date Sheet No. A62311

Type of material: Rock
Screen opening Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
Total	100.0		

RECEIVED
DEC 19 1963
ENGINEER
COUNTY & CITY DIVISION

Abrasion, per cent wear, Los Angeles Rattler	19.0
Specific gravity (Le Chatelier)	2.5[illegible]
Unit weight, dry rodded, lbs. per cubic foot	
Unit weight, loose, lbs. per cubic foot	
Fineness factor	
Sodium sulfate test, per cent loss	1.1
Asphalt stripping: Natural fines	
Manufactured fines	Poor
Plasticity index: Natural fines	
Manufactured fines	0
Liquid limit: Natural fines	
Manufactured fines	25
Fracture	
Sand equivalent Reg. Fines	49.1
Oregon air degradation Pass No 20	18.80
Weight	(8.0)
Date Sampled	

RECOMMENDATIONS

Material as represented by this sample ... suitable for use.
5.5 11
Ore. air degrade indicates poor quality rock. 8 1/2 and 8" grade 5.5%

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Regulation Office
x Division Engineer Parsons
Resident Engineer
Dist Maint. Supt.
Foreman
Geology and Soils
x Files
x

NOTED
V. R. JONES

xV. Moore
xV.O. O'Neil

Engineer of Mat...

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project: Jordan Valley - Idaho State line
Highway: FAS 692
Contractor:
Submitted by: F.W. Yarbrough

Contract No.

Prefix No: 523-[illegible]
County: Malheur
F. A. Project No:
Date Reported: Dec. [illegible]

REPORT ON SAMPLE OF COARSE AGGREGATE

NOTED
DON HARWELL

Source of material: 2.3 Miles beyond Idaho line Sampled at Pace
To be used: Pavement & Surfacing - Base; Top; Oiling
Sampled by: R.S.Cox

Date received: Dec. [illegible]
Quantity represented:

TEST RESULTS

Laboratory No. 670329
Data Sheet No. A82911

Type of material: Rock
Screen opening Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		20.9
Specific gravity (Le Chatelier)		2.52
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		0.2
Asphalt stripping: Natural fines		Good
Manufactured fines		
Plasticity index: Natural fines		0
Manufactured fines		
Liquid limit: Natural fines		
Manufactured fines		23
Fracture		
Sand equivalent	Mfg. Fines	71.4
Oregon air degradation: Pass No. 30		15.50
Height		0.7

Date Sampled

RECEIVED
DEC 19 1963
ENGINEER
COUNTY & CITY DIVISION

RECOMMENDATIONS

Material as represented by this sample ..... is ..... suitable for use.

NOTED
H. S. COX

TEST REPORT DISTRIBUTION.
Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Parman
Resident Engineer
Dist. Maint. Supt.
Foreman
x Geology and Soils
x Files
W. Moore
[illegible]

NOTED
P. B. Aransmeier

NOTED
H. S. COX

NOTED
R. M. ALLISON

December 13, 1963

Hon. Ellis A. White
Malheur County Judge
Courthouse
Vale, Oregon

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED
V. R. JONES

Dear Judge White:

Purpose of this letter is to review our telephone conversation of December 11 and to give you a more comprehensive survey of the status of the Jordan Valley-Idaho State Line project on FAS 828.

Final estimates on this project are being held up pending decision of material sources. It is the opinion of this office that the use of sand from the Hanley deposit and rock from the Idaho quarry would be the most economical method of procedure; however, after a thorough study is made this may not be the case.

In order to provide latitude in bidding, I would believe that the Jaca gravel deposit should also be provided as a possible source of crushed material.

It will be necessary for you to transmit to this office the legal description covering these sites (Hanley, Jaca, and Idaho), and also a letter from each owner granting permission to Malheur County, or its contractors, to remove material for highway construction purposes. If any charge is to be made for material removed, this should also be stipulated in the letter and also a time element of at least a year should be allowed for material removal.

Regarding the sand deposit on the Hanley property, I believe this deposit extends into B.L.M. land in Idaho and a permit should also be obtained from B.L.M. for removal of road building materials.

The above mentioned information can be incorporated into our plans and specifications so that all prospective bidders will have the same information.

As soon as definite sources for materials have been received, final plans and estimates will be made. This office will keep you informed as to progress of this project. It is still planned to let this project January 28; however, to meet this deadline all right-of-way must be

certified by January 1 and, of course, our plans must also be complete by that date.

Enclosed you will find the estimating charts I promised you on my last trip.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox

H. S. Cox
County and City Engineer

HSC:rm
Encl.

cc: Donald L. Trout
Virgil O'Neil
Frank Hall

RECEIVED
NOV 15 1963
FOR FILING
E-S14 (1)
6-24

November 14, 1963

The Honorable Anthony Yturri
State Senator
State Capitol Building
Salem, Oregon

Dear Senator Yturri:

You recently asked me to make a review of the cost estimate of the Jordan Valley-Idaho State line county FAS project in Malheur County.

I have gone over this matter in some detail and believe that only minor reductions can be had. It would appear that, by doing the grading by equipment rental means and reducing the depth of the base course slightly, the estimate can be reduced to $115,000. I believe that this is about as low as it can be cut, using acceptable standards and contract work. It would be possible to make other minor reductions, such as reducing the depth of the oil mat surfacing but I would recommend against this, as I am sure that within a few years the maintenance costs would more than eat up the differences. Under the applicable rules and by law, we must do federal-aid necessary work to certain standards and by contract methods which may not necessarily be the most economical way but we have no alternative.

If you wish anything further, I shall be glad to discuss the matter with you.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Victor D. Wolfe
Ralph Sipprell

RECEIVED
NOV 15 1963
FOR FILING
S 511 (c)
6531

Salem, Oregon
October 30, 1963

Jordan Valley-Idaho State
Line Section
FAS 828, Malheur County

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

Attention: D. J. Barbee

Judge Ellis White, of Malheur County, has made objection to our design and/or estimate on the subject project. The attached memorandum and summary of project cost bear out a project estimate of $129,000.

In line with Mr. Cooper's suggestion of October 30, will you please revise the estimate downward by effecting economies in depth of selected roadbed topping, course crushed material in base, and by taking care of items one through six by means of equipment rental. Any other items which may stand similar treatment should be given consideration.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

cc Forrest Cooper

MEMO: Jordan Valley-Idaho State Line Section
Broadhurst Lane (FAS 828)
Malheur County

This project was discussed with Judge Ellis White on October 23, 1963. At that time he objected to the over-all cost of the project. He had been given a tentative estimate of $129,000 at the time county requested the project on June 18, 1963. At that time he said that that was too large an amount but he still requested the project, evidently thinking that the field survey estimate would be for a lesser amount.

He questioned the base design as he is of the opinion that frost penetration is not as deep as used in the design. A copy of the base iesign is attached and it indicates that frost penetration is 36 inches. The judge also objected to the number of driveways and thinks this item can be reduced.

The Cost Analyst Department inspected the project last week and they have raised some of the field estimate prices, principally on excavation and selected roadbed topping. This will allow additional "move-in" money as for most of the contractors this is a very isolated job. However, local contractors in the Ontario and Nyssa area could probably bid well within the estimate.

Verne R. Jones, Planning Engineer
County and City Division

VRJ:mm
Att.
October 29, 1963

Estimate of Cost (Unit Prices from Cost Analyst Department)
Jordan Valley-Idaho State Line Section — October 29, 1963
Broadhurst Lane (FAS 828)
Malheur County

No	Item	Quantity	Unit	Unit Price	Amount
1	Clearing & grubbing	All	--	$	$ 2,000.00
2	Drainage excavation	280	c.y.	3.00	840.00
3	Gen. excavation, unclass.	36,240	c.y.	0.55	19,932.00
4	Short overhaul	126,330	yd. sta.	0.02	2,526.60
5	Long overhaul	5,410	c-yd sta.	0.50	2,705.00
6	Finishing roadbed & slopes	1.83	mile	1,000.00	1,830.00
7	12" concrete pipe	24	lin. ft.	3.50	84.00
8	15" " "	27	" "	4.50	121.50
9	30" " "	27	" "	9.50	256.50
10	12" culvert pipe	124	" "	4.00	496.00
11	18" " "	154	" "	5.50	847.00
12	24" " "	172	" "	8.00	1,376.00
13	30" " "	60	" "	11.00	660.00
14	72" corrugated metal pipe	42	" "	41.00	1,722.00
15	50"X31" arch type metal pipe	64	" "	24.00	1,536.00
16	58"X36" " " " "	66	" "	28.00	1,848.00
17	Type I fence (omit)	--	--	--	--
18	Salvage & reinstall fence (omit)	--	--	--	--
19	Metal cattle guard	Each	--	--	2,000.00
20	Salvage metal cattle guard	Each	--	--	250.00
21	Selected roadbed topping	16,100	c.y.	1.45	23,345.00
22	Coarse crushed material	5,300	c.y.	3.60	19,080.00
23	3/4"-0" material in base	2,790	c.y.	3.75	10,462.50
24	Sprinkling	1,770	M/gal.	3.00	5,310.00
25	Preparation of base	1.83	mile	400.00	732.00
26	3/4"-0" material in binder	190	c.y.	5.25	997.50
27	Furnishing & placing aggregates	1,110	c.y.	5.50	6,105.00
28	MC-250 asphalt	31	ton	55.00	1,705.00
29	120-150 asphalt	88	ton	53.00	4,664.00
30	RS-1 asphalt	24	ton	55.00	1,320.00
31	Extra for oiling approaches (omit)	--	--	--	--
					$114,751.60
				Temporary signing	100.00
				Striping (omit)	--
				Flagging	100.00
					$114,951.60
				12-1/2% Engineering & Contingencies	14,368.95
					$129,310.55

Drafting Dept. has not made any changes in the field quantities and will have plans completed within a few days.

Unit prices used in this estimate obtained from Cost Analyst Dept. They checked job in field last week.

Items 17 and 18 covering fencing are a right-of-way problem and should be handled by county forces or by the property owner under a right-of-way arrangement. This is the policy pursued on all other FAS projects. Judge White objected to the driveways in Item 31 and this item can be omitted.

V. R. Jones, Planning Engineer
County and City Division

RECEIVED
OCT 29 1963
FOR FILING

E 311 (1)
6-21

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 28, 1963

SUBJECT:

To: MEMO TO FILE

On this date, I discussed with Senator Anthony Yturri by telephone his letter of October 17 having to do with a matter brought to his attention by Ellis White, County Judge of Malheur County.

The matter under discussion is the Jordan Valley-Idaho Line construction project.

I explained to Senator Yturri that we could not comply with Judge White's request to transfer $20,000 federal funds to the County, giving him the reasons. Senator Yturri understood. He asked me to have a review made of the cost estimate ($127,061). Mr. Shaw is doing this.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe

ESTIMATE OF COST (Field)
Jordan Valley-Idaho State Line
Broadhurst Lane F.A.S. 828
Malheur County

No.	Item	Unit	QUAntity	Price	Amount
1.	Clearing & Grubbing	all	all	2,000.00	$ 2,000.00
2.	Drainage Excavation, Unclassified	Cu. Yd.	280	3.00	840.00
3.	General Excavation, Unclassified	Cu. yd.	36,240	0.45	16,308.00
4.	Short Overhaul	Yd. Sta.	126,330	0.02	2,526.60
5.	Long Overhaul	C-Yd.Sta.	5,410	0.35	1,893.50
6.	Finishing Roadbed & Slopes	Mile	1.83	400.00	732.00
7.	12" Concrete Pipe	Lin. Ft.	24	3.50	84.00
8.	15" Concrete Pipe	Lin. Ft.	27	4.50	121.50
9.	30" Concrete Pipe	Lin. Ft.	27	9.50	256.50
10.	12" Culvert Pipe	Lin. Ft.	124	3.50	434.00
11.	18" Culvert Pipe	Lin. Ft.	154	5.00	770.00
12.	24" Culvert Pipe	Lin. Ft.	172	7.00	1,204.00
13.	30" Culvert Pipe	Lin. Ft.	60	9.50	570.00
14.	72" Corrugated Metal Pipe	Lin. Ft.	42	35.00	1,470.00
15.	50 x 31 Arch Type Corr. Metal pipe	Lin. Ft.	64	16.00	1,024.00
16.	58 x 36" Arch type Corr. Metal pipe	Lin. Ft.	66	20.00	1,320.00
17.	Type 1 Fence	Rod	217	5.00	1,085.00
18.	Salvage and reinstall type 1 fence	Rod	192	3.00	576.00
19.	28' Metal Cattle guard	Each	1	3,500.00	3,500.00
20.	Salvage Metal Cattle Guard	Each	1	150.00	150.00
21.	Selected Roadbed Topping	Cu. Yd.	16,100	1.11	17,990.00
22.	Coarse Crushed Material in Base	Cu. Yd.	5,300	3.60	19,080.00
23.	3/4"-0 Materual in Base	Cu. Yd.	2,790	3.75	10,462.50
24.	Sprinkling	M-Gal	1,770	3.00	5,310.00
25.	Preparation of Base	Mile	1.83	275.00	503.25
26.	3/4"-0 Material in Binder Course	Cu. Yd.	190	4.00	760.00
27.	Furnishing & Placing Aggregates	Cu. Yds.	1,110	5.00	5,550.00
28.	MC-250 Asphalt	Ton	31	55.00	1,705.00
29.	120-150 Asphalt	Ton	88	50.00	4,400.00
30.	RS-K Asphalt	Ton	24	50.00	1,200.00
31.	Extra for Oiling Approaches	Each	27	50.00	1,350.00
					105,175.85
	Engineering & Congingencies 20%				21,035.15

Anticipated Items:

Adjust Utilities (To be done by County)	
Temporary Signing	100.00
Signing	100.00
Striping	150.00
Flagging, State Share	500.00
	$127,061.00

Revised.

Estimate of Cost (Unit Prices from Cost Analyst Department)
Jordan Valley-Idaho State Line Section
Broadhurst Lane (FAS 828)
Malheur County

October 29, 1963

No	Item	Quantity	Unit	Unit Price	Amount	
1	Clearing & grubbing	All	--	$	$ 2,000.00	
2	Drainage excavation	280	c.y.	3.00	840.00	
3	Gen. excavation, unclass.	36,240	c.y.	0.55	19,932.00	
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7	12" concrete pipe	24	lin. ft.	3.50	84.00	
8	15" " "	27	" "	4.50	121.50	
9	30" " "	27	" "	9.50	256.50	
10	12" culvert pipe	124	" "	4.00	496.00	
11	18" " "	154	" "	5.50	847.00	
12	24" " "	172	" "	8.00	1,376.00	
13	30" " "	60	" "	11.00	660.00	
14	72" corrugated metal pipe	42	" "	41.00	1,722.00	
15	50"X31" arch type metal pipe	64	" "	24.00	1,536.00	
16	58"X36" " " " "	66	" "	28.00	1,848.00	
17	Type I fence (omit)	--	--	--	--	
18	Salvage & reinstall fence (omit)	--	--	--	--	
19	Metal cattle guard	Each	--	--	2,000.00	
20	Salvage metal cattle guard	Each	--	--	250.00	
21	Selected roadbed topping	16,100	c.y.	1.45	23,345.00	17000
22	Coarse crushed material	5,300	c.y.	3.60	19,080.00	5000
23	3/4"-0" material in base	2,790	c.y.	3.75	10,462.50	
24	Sprinkling	1,770	M/gal.	3.00	~~5,310.00~~	
25	Preparation of base	1.83	mile	400.00	732.00	
26	3/4"-0" material in binder	190	c.y.	5.25	997.50	
27	Furnishing & placing aggregates	1,110	c.y.	5.50	6,105.00	
28	MC-250 asphalt	31	ton	55.00	1,705.00	
29	120-150 asphalt	88	ton	53.00	4,664.00	
30	RS-1 asphalt	24	ton	55.00	1,320.00	
31	Extra for oiling approaches (omit)	--	--	--	--	
					$114,[illegible].60	
			Temporary signing		100.00	
			Striping (omit)		--	
			Flagging		100.00	
					$114,951.60	
			12-1/2% Engineering & Contingencies		14,[illegible].95	
					$129,310.55	

Drafting Dept. has not made any changes in the field quantities and will have plans completed within a few days.

Unit prices used in this estimate obtained from Cost Analyst Dept. They checked job in field last week.

Items 17 and 18 covering fencing are a right-of-way problem and should be handled by county forces or by the property owner under a right-of-way arrangement. This is the policy pursued on all other FAS projects. Judge White objected to the driveways in Item 31 and this item can be omitted.

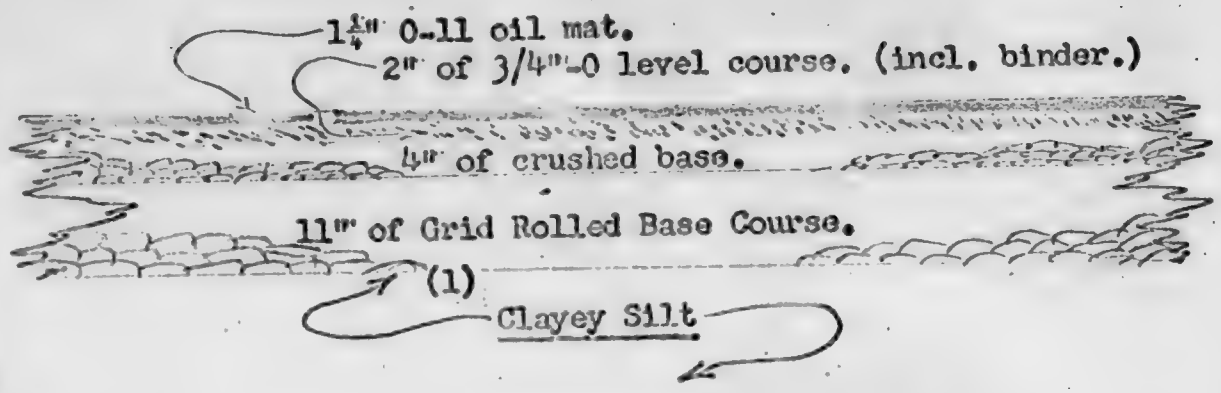
V. R. Jones

V. R. Jones, Planning Engineer
County and City Division

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section JORDAN VALLEY-IDAHO STATE LINE Highway F.A.S. 828 County MALHEUR Prefix 523-1499
Res. Engr. R.R. Cameron Approx. Length of Project 1.9 Miles. Sta. _____ to Sta. _____ Date 8-20-63

Frost Penetration -*36"± TYPICAL SECTIONS Traffic Classif. - LIGHT



*Surfacing Thickness Design has been increased to equal ½ the frost depth.

(1)

Typical Soil	
47	LL
14	PI
86	% P200
0	% Gravel
2	% Coarse Sand
12	% Fine Sand
59	% Silt
27	% Clay
8	"R" Value (Corrected)

AASHO Classif. - A-7-5 (11)

Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
			1¼	0-11
			2	Le
			4	Cr Base
			11	GR Base
12			*18¼	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

B.P.R.
cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

Submitted by P.W. Parkinson Staff Engineer
Recommended by S.L. Dalke Asst Construction Engineer
Recommended by A.W. Hunzeker Engineer of Materials
Approved by Floyd V. Steere ASSISTANT Deputy State Highway Engineer

County-City (2)

PAVEMENT TYPE SELECTION

JORDON VALLEY- IDAHO STATE LINE
F.A.S. 828
MALHEUR COUNTY
Prefix 523-1499

Principal Factors Governing Selection

1. Traffic Classification: LIGHT Present ADT 100 1980 ADT 140 % Heavy Vehicles 10
   (NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration 36"± Precipitation Annual 9"±

4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally oil mats

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: County prefers an oil mat.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an O-11 oil mat has been selected.

JH

Original Line

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

0-9 0.1 Mi

Sheet ____ of ____ Sheets

Section JORDON VALLEY - IDAHO STATE LINE Unit ____
Highway FAS 825 BROADWATER LANE County MALHEUR Prefix 523-1499
Length 1.83 Designer Lenz Draftsman ____ Date Nov. 12, 1963
Signed ____ Title ____

Grading & Drainage		$ 33,538.00
Surfacing		$ 54,207.50
Extra Work		
____	$ ____	
Temporary Signing	200.00	
Signing	400.00	
Flagging Stake Line	250.00	
____	____	
____	____	
____	____	
____	____	
____	____	
____	____	
Total Extra Work		$ 850.00
TOTAL		$ 88,595.50
+ 20% Engineering and Contingencies		$ 17,719.10
Structures		
____	$ ____	
____	____	
____	____	
____	____	
Total Structures		$ ____
Right of Way		$ ____
Total Estimated Cost		$ 106,314.60

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE Sheet ____ of ____ Sheets

Jordan Valley – Idaho State Line Unit
Way FAS 828 Braidhurst Lane County Malheur Prefix 523-1499
Length 1.83 Designer Lenz Draftsman Date Nov. 14, 1963

0-9 0:1 Mat

Grading and Surfacing Items

Item	Unit	Net	10% Allow	Gross	Price	Amount
Clearing & Grubbing	All			All	2,000.00	2000.00
Drainage Exc. Unclass.	Cu. Yd	255	25	280	3.00	840.00
Dozer-ripper	Hours	137	13	150	30.00	4500.00
Scraper (Min-3)	"	410	40	450	29.00	13,050.00
Blade	"	205	20	225	17.50	3937.50
12" Concrete Pipe	Lin. Ft.	21	3	24	3.50	84.00
15" " "	" "	24	3	27	4.50	121.50
30" " "	" "	24	3	27	10.00	270.00
12" Culvert Pipe	" "	112	12	124	4.00	496.00
18" " "	" "	140	14	154	5.50	847.00
24" " "	" "	156	16	172	8.00	1376.00
30" " "	" "	54	6	60	11.00	660.00
50"×31" ATCM Pipe	" "	58	6	64	24.00	1536.00
58"×36" " "	" "	60	6	66	28.00	1848.00
72" Corr. Metal Pipe	" "	38	4	42	41.00	1722.00
Salvage Metal Cattle Guard	Each	1	-	1	250.00	250.00
Pit-run Gravel in Base	Cu. Yd	10,176	1014	11,190	1.50	16,785.00
Coarse Cr. Mat. in Base	" "	3573	357	3930	3.75	14,737.50
3/4"-0 Material in Base	" "	2384	236	2620	4.00	10,480.00
Preparation of Base	Mile	1.83	-	1.83	400.00	732.00
3/4"-0 Material in Binder	Cu. Yd	175	15	190	5.50	1,045.00
Furnishing & Placing Aggregates	" "	659	66	725	6.00	4,350.00
MC-250 Asphalt	Ton	51	5	56	58.00	3,248.00
120-150 Asphalt	"	42	4	46	55.00	2,530.00
Extra for Oiling Approaches	Each	5	1	6	50.00	300.00
					Total	87,745.50

ESTIMATE OF COST (Field)
Jordan Valley-Idaho State Line
Broadhurst Lane F.A.S. 828
Malheur County

No.	Item	Unit	QUAntity	Price	Amount
1.	Clearing & Grubbing	all	all	2,000.00	$ 2,000.00
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18.	Salvage and reinstall type 1 fence	Rod	192	3.00	576.00
19.	28' Metal Cattle guard	Each	1	3,500.00	3,500.00
20.	Salvage Metal Cattle Guard	Each	1	150.00	150.00
21.	Selected Roadbed Topping	Cu. Yd.	16,100	1.11	17,990.00
22.	Coarse Crushed Material in Base	Cu. Yd.	5,300	3.60	19,080.00
23.	3/4"-0 Materual in Base	Cu. Yd.	2,790	3.75	10,462.50
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29.	120-150 Asphalt	Ton	88	50.00	4,400.00
30.	RS-K Asphalt	Ton	24	50.00	1,200.00
31.	Extra for Oiling Approaches	Each	27	50.00	1,350.00
					105,175.85
	Engineering & Congingencies 20%				21,035.15
Anticipated Items:					
	Adjust Utilities (To be done by County)				
	Temporary Signing				100.00
	Signing				100.00
	Striping				150.00
	Flagging, State Share				500.00
					$127,061.00

129 00

Revised

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Jordan Valley-Idaho State Line Section
Broadhurst Lane (FAS 828)
Malheur County

October 29, 1963

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31	Extra for oiling approaches (omit)	--	--	--	--
					$114,751.60
	Temporary signing				100.00
	Striping (omit)				--
	Flagging				100.00
					$114,951.60
	12-1/2% Engineering & Contingencies				14,368.95
					$129,310.55

Equip Rental

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V. R. Jones

V. R. Jones, Planning Engineer
County and City Division

YTURRI, O'KIEF & COX
ATTORNEYS AT LAW
YTURRI-CALDWELL BUILDING
ONTARIO, OREGON

ANTHONY YTURRI
JOHN C. O'KIEF
JAMES A. COX

AREA CODE 503
TELEPHONE
889-8368

October 17, 1963

Mr. Forrest Cooper, Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon

Dear Forrest:

I am sorry that I did not have an opportunity to visit with you on October 5. I inquired at your office and discovered that you were not in and were not expected until the latter part of the afternoon. I was informed by Ralph Sipprell that I could discuss the matter with Rod Potter. However, my instruction had been to visit directly with you, and had time permitted, I would have conferred with Rod. However, as you may have learned, the Interim Committee lasted until after 5 o'clock. In any event, I did not succeed in discussing this matter with anyone of the Highway Department.

I am referring to the proposed F.A.S. project on Broadhurst Lane, the same being the construction of a highway from Jordan Valley to the Idaho State line.

The County Court, consisting of Ellis White, County Judge, and Commissioners Jacob Fischer and Earl Flock, discussed this road problem with me. They are all in agreement that the road should be constructed. Also, as you no doubt know, the State of Idaho is to construct a road from the state line, a distance of some five or six miles to Pleasant Valley. The County Court is of the opinion that it can construct the Oregon part of the highway for the sum of $20,000; and in fact, is willing to pay whatever excess over and above $20,000 that is necessary to construct the road to specifications set by the Highway Department. They will construct a road with 22 feet paved surface which will be equivalent or superior to the road leading from the Jordan Valley-Mc Dermitt Highway to Arock.

As I understand it, the standards and specifications for F.A.S. Highways must meet the approval of the Bureau of Public Roads. The estimate which was submitted by the Highway Department to the County Court for this 1.9 miles is $127,061. This seems exorbitant and unnecessary to County Court. They feel that this amount would build a superior highway almost equivalent to our freeways. If this were done, it would then connect with a vastly different road commencing from the state line into Idaho that would be constructed by the State of Idaho. The type of road they propose to build and will build if, in some manner, the Highway Department provides them with $20,000 and conform with the highway that is to be constructed by Idaho.

In any event, the County Court in this county would be most grateful if you could devise some way simply to provide the County Court with the $20,000 and then insist that they construct the road and pay the excess that may be required. Would you please give this some thought and reply at your convenience.

Sincerely,

Anthony Yturri

AY ldh

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 21 1963
OREGON
STATE HIGHWAY COMMISSION

If they provide
$20,000 from small dres
fund by 1/4 mill - County could
do it - 22 ft paved road
only - to apres + St. High
Logs

September 26, 1963

Everest Cooper, Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon

Dear Mr. Cooper:

Senator Ttouvi will be in Salem, the week of October 5th and as requested by the Malheur County Court, will discuss with you the proposed FAS project originating within the City Jordan Valley running east a distance of 1.9 miles, (gravel road to be rebuilt and oiled), to the Oregon-Idaho state line.

The proposed project will connect with a similar 5 mile project now under construction by Owyhee County, Idaho. The existing road serves a large, yet scarcely populated ranch area east and south of Jordan Valley including the Three Forks Area of the Owyhee River watershed. Traffic consists largely of ranchers to and from Jordan Valley and sportsmen, with the exception of semi-truck and trailer hauling of cattle and sheep to market.

The court is particularly concerned with the preliminary cost estimate of the proposed project, due in part to size and travel distance for a contractor to move equipment and men. Initial inquiry presents the probability of securing the same contractor for crushing of the rock and laying the oil; use county equipment for grading and laying base, to specifications under supervision of the State Highway Department, at a considerable savings in overall cost while still providing a much needed improvement in the souther part of Malheur County.

Sincerely yours,

MALHEUR COUNTY COURT

By

Ellis A. White
County Judge

EAW/bry
cc: Senator Anthony Ttouvi
Ontario, Oregon

COPY

1.9

No.	Item	Unit	Quantity	Price	Amount
1.	Clearing & Grubbing	all	all	2,000.00	2,000.00
2.	Drainage Excavation, Unclassified	Cu. Yd.	280	3.00	840.00
3.	General Excavation, Unclassified	Cu. Yd.	36,240	0.45	16,308.00
4.	Shrub Overhaul	Yd. Sta.	126,330	0.02	2,526.60
5.	Log Overhaul	C.Yd.Sta.	5,410	0.35	1,893.50
6.	Finishing Roadbed & Slopes	Mile	1.63	400.00	734.00
7.	12" Concrete Pipe	Lin. Ft.	24	3.50	84.00
8.	15" Concrete Pipe	Lin. Ft.	27	4.50	121.50
9.	18" Concrete Pipe	Lin. Ft.	27	9.50	256.50
10.	12" Culvert Pipe	Lin. Ft.	124	3.50	434.00
11.	15" Culvert Pipe	Lin. Ft.	154	5.00	770.00
12.	18" Culvert Pipe	Lin. Ft.	172	7.00	1,204.00
13.	24" Culvert Pipe	Lin. Ft.	60	9.50	570.00
14.	30" Culvert Pipe	Lin. Ft.	42	35.00	1,470.00
15.	72" Corrugated Metal Pipe	Lin. Ft.	64	16.00	1,024.00
16.	90 x 31 Arch Type Corr. Metal pipe	Lin. Ft.	66	20.00	1,320.00
17.	98 x 59" Arch Type Corr. Metal pipe	Lin. Ft.	217	5.00	1,085.00
18.	Type 1 Fence	Rod	192	3.00	576.00
19.	Salvage and reinstall type 1 fence	Each	1	3,800.00	3,800.00
20.	20' Metal Cattle guard	Each	1	150.00	150.00
21.	Salvage Metal Cattle Guard	Sq. Yd.	[illegible]	[illegible]	17,990.00
22.	Selected Roadbed Topping	Cu. Yd.	3,500	5.60	19,600.00
23.	Excess Crushed Material to Dump	Cu. Yd.	2,790	3.75	10,462.50
24.	1/4"-0 Universal in Base	Ton	1,770	3.00	5,310.00
25.	Overhaul	M.Ton.Mile	1,801	275.00	503.25
26.	Preparation of Base	Sq. Yd.	190	4.00	760.00
27.	1/4"-0 Material in Surface Course	Ton	1,110	5.00	5,550.00
28.	Furnishing & Placing Aggregates	Ton	31	55.00	1,705.00
29.	MC-250 Asphalt	Gal.	88	50.00	4,400.00
30.	120-150 Asphalt	Gal.	24	50.00	1,200.00
31.	RS-2 Asphalt	Gal.	27	50.00	1,350.00
32.	Extra Dry Oiling Aggregates				135,175.95
					x 1,4,205
					21,099.19

Engineering & Contingencies 20%

Architectural Items:		
Church Building	(To be done by County)	100.00
Temporary Signing		100.00
Clearing		190.00
Guardrail		500.00
Fencing, Chain Link		781.00

20,000

127061 12

2

254120

20000

170

67,000,00

NOTED
H. S. COX

October 18, 1963

NOTED
DON HARWELL

Malheur County Court
Courthouse
Vale, Oregon

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

Gentlemen:

Enclosed are two original option forms in triplicate covering right-of-way to be acquired in connection with the Jordan Valley-Idaho State Line Section of FAS 828.

Please return a signed or conformed copy of each option to the County and City Division of the State Highway Department so that we may inform the engineers of the conditions, if any, on each transaction.

We are forwarding under separate cover three prints of Map No. 8B-29-7 covering this area and bearing our date of October 11, 1963.

File No.	Name	Area	
36184-A	M. F. Hanley, et ux	5.4 acres	P 1
		0.14 "	P-2
36184-B	E. C. Fenwick, et ux	0.40 "	

Very truly yours,

H. S. Cox
County and City Division Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm
Encl.

NOTED
V. R. JONES

FORM E-90 80M 3-63 49507

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
OCT 18 1963
ENGINEER
COUNTY & CITY DIVISION

Salem, Oregon
October 17, 1963

SUBJECT: OPTIONS
Jordan Valley-Idaho State Line
Broadhurst Lane Co. Road
Malheur County

To: Mr. H. S. Cox
County & City Engineer
Highway Building

Attached you will find two original option forms in quadruplet covering right of way to be acquired in connection with the Jordan Valley-Idaho State Line Section of Broadhurst Lane County Road in Malheur County.

Please return a signed or conformed copy of each option to the State Highway Commission so that we may inform the Engineers of the conditions, if any, on each transaction.

We are forwarding under separate cover four prints of map No. 8B-29-7 covering this area and bearing our date of October 11, 1963.

File No.	Name	Area	
36184-A	M. F. Hanley, et ux	5.4 Acres	P 1
		0.14 "	P 2
36184-B	E. C. Fenwick, et ux	0.40 "	

Earl F. Saling

EARL F. SALING
Right of Way Office Manager

AC:jm
enc. 2 Options

cc: A. F. Parson

K. A. Chatwood

FILED

FOR FILING

October 8, 1963

Hon. Ellis A. White
Malheur County Judge
County Courthouse
Vale, Oregon

Dear Judge White:

Reference is made to your letter of September 26 concerning the proposed federal-aid secondary project between Jordan Valley and the Idaho line. Apparently, Senator Yturri's schedule during his time in Salem did not permit a discussion of this subject.

I am not positive as to the nature of your concern relative to this work, but if it is the County's desire to do a portion of the work with County forces, certainly this Department has no objection. If you will please let me know your specific wishes, we will proceed to get the project ready at the earliest possible date.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Senator Anthony Yturri
R. L. Porter
Victor D. Wolfe
H. S. Cox

RLP:ms bbc

The County of Malheur

MALHEUR COUNTY COURT

Ellis A. White,
County Judge
EARL M. FLOCK,
Commissioner
JACOB FISCHER,
Commissioner

NOTED
R. L PORTER

VALE, OREGON
September 26, 1963

RECEIVED
SEP 30 1963
OFFICE OF
STATE HIGHWAY ENGINEER

Forrest Cooper, Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon

Dear Mr. Cooper:

Senator Yturri will be in Salem, the week of October 5th and as requested by the Malheur County Court, will discuss with you the proposed FAS project originiating within the City Jordan Valley running east a distance of 1.9 miles, (gravel road to be rebuilt and oiled), to the Oregon-Idaho state line.

The proposed project will connect with a similar 5 mile project now under construction by Owyhee County, Idaho. The existing road serves a large, yet scarcely populated ranch area east and south of Jordan Valley including the Three Forks Area of the Owyhee River watershed. Traffic consists largely of ranchers to and from Jordan Valley and sportsmen, with the exception of semi-truck and trailer hauling of cattle and sheep to market.

The court is particularly concerned with the preliminary cost estimate of the proposed project, due in part to size and travel distance for a contractor to move equipment and men. Initial inquiry presents the probability of securing the same contractor for crushing of the rock and laying the oil; use county equipment for grading and laying base, to specifications under supervision of the State Highway Department, at a considerable savings in overall cost while still providing a much needed improvement in the souther part of Malheur County.

Sincerely yours,
MALHEUR COUNTY COURT
By Ellis A White
Ellis A. White
County Judge

EAW/brp
cc: Senator Anthony Yturri
Ontario, Oregon

No.	Item	Quantity	Unit Price	Amount
1.	Clearing & Grubbing	all	2,000.00	$ 2,000.00
2.	[illegible] Removal, Miscellaneous	280	3.00	840.00
3.	General Excavation, Unclassified	36,240	0.45	16,308.00
4.	Short Overhaul	126,320	0.02	2,526.60
5.	Long Overhaul	5,410	0.35	1,893.50
6.	Finishing Roadway & Slopes	1.83	400.00	732.00
7.	12" Concrete Pipe	[illegible]	24	3.50	84.00
8.	15" Concrete Pipe	[illegible]	27	4.50	121.50
9.	30" Concrete Pipe	[illegible]	37	9.50	256.50
10.	18" Culvert Pipe	[illegible]	124	3.50	434.00
11.	18" Culvert Pipe	[illegible]	154	5.00	770.00
12.	24" Culvert Pipe	[illegible]	172	7.00	1,204.00
13.	30" Culvert Pipe	[illegible]	60	9.50	570.00
14.	72" Corrugated Metal Pipe	[illegible]	42	35.00	1,470.00
15.	50 x 31 Arch Type Corr. Metal pipe	[illegible]	64	16.00	1,024.00
16.	58 x 36 Arch Type Corr. Metal pipe	[illegible]	66	20.00	1,320.00
17.	Type 1 Fence	[illegible]	217	5.00	1,085.00
18.	Culvert and Bridge Rail Type 1 Fence	[illegible]	115	5.00	575.00
19.	20' Metal Guide Rail	[illegible]	1	3,500.00	3,500.00
20.	Salvage and Re-Use Guard	[illegible]	1	150.00	150.00
21.	Selected Material for Roadway	[illegible]	16,140	1.11	17,990.00
22.	Coarse Graded Material in Base	[illegible]	5,300	3.60	19,080.00
23.	3/4"-0 Gravel in Base	[illegible]	2,790	3.75	10,462.50
24.	Sand Blotter	[illegible]	1,770	3.00	5,310.00
25.	Preparation of Base	[illegible]	1.83	275.00	503.25
26.	3/4"-0 Gravel for Binder Course	[illegible]	190	4.00	760.00
27.	Mineral Coated Chipping Aggregates	[illegible]	1,110	5.00	5,550.00
28.	MC-250 Asphalt	[illegible]	31	55.00	1,705.00
29.	120-150 Asphalt	[illegible]	88	50.00	4,400.00
30.	RC-4 Asphalt	[illegible]	24	50.00	1,200.00
31.	Fabra for Oiling Approaches	[illegible]	27	50.00	1,350.00
					105,175.85
					21,035.15
	Engineering & Congingencies 20%				
	Additional Items:				
	Relocate Utilities (To be done by County)				100.00
	Temporary Lighting				100.00
	Striping				150.00
	Flagging, State share				500.00
					$127,061.00

NOTED
H. S. COX

MEMO TO J. W. NASH Date: 10/1/63

FAS 828, MALHEUR COUNTY JORDAN VALLEY-IDAHO STATE LINE SECTION

TERMINI: West End Junction FAS 524 in Jordan Valley.
East End Idaho state line.

NOTED
DON HARWELL

PROPOSED WORK: Grade, surface, and place O-11 oil wearing surface.

NOTED
R. H. PRANGE

PROJECT LENGTH: 1.83 miles.

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$130,000	$78,000	$26,000	$26,000	(County)

EXISTING FACILITIES: Narrow winding road with a light graveled surface 16 feet wide on a 24-foot roadway.

ADJACENT SECTIONS:
[redacted]/EAST END: 16' graveled surface, 20' roadway.

[redacted]/WEST END: FAS 524.

PROJECT DATA: Grade on improved alignment with maximum 10° curvature and 3.5% grades. Surfacing will be 11" of selected pit gravel and 6" of crushed material. Westerly 600' will be an O-11 oil mat 22' wide with 4' shoulders and remainder will have a 20' oil mat with 4' shoulders. There are no bridges on this route.

RIGHT OF WAY: 60' minimum.
ACCESS CONTROL: None.

RR XING: None.
MINIMUM DESIGN STANDARDS: No exceptions.

SYSTEM ACTION: None required.
PUBLIC HEARING: Hearing to be offered to City of Jordan Valley.

NOTED
R. M. ALLISON

UNUSUAL OR COMPLICATED SITUATIONS: None.

ROUTE DATA: Principal outlet for large cattle raising area in southern Malheur County and Owyhee County in Idaho. School bus, mail route, and recreational traffic.

NOTED

VRJ:mm

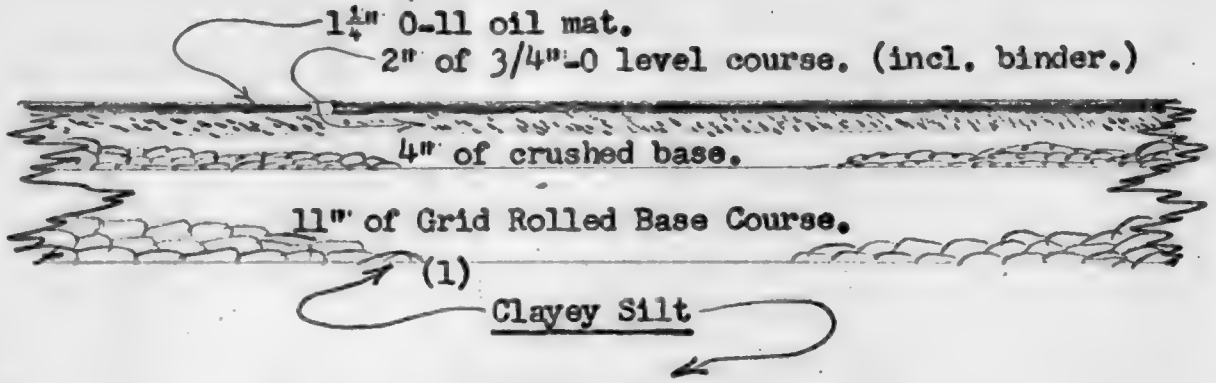
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

RECEIVED
AUG 28 1963
FOR FILING

Section JORDAN VALLEY-IDAHO STATE LINE Highway F.A.S. 828 County MALHEUR Prefix 583-1499

Res. Engr. R.R. Cameron Approx. Length of Project 1.9 Miles. Sta. _____ to Sta. _____ Date 8-20-63

Frost Penetration -*36"± TYPICAL SECTIONS Traffic Classif. - LIGHT



(1)
Typical Soil

47	LL
14	PI
86	% P200
0	% Gravel
2	% Coarse Sand
12	% Fine Sand
59	% Silt
27	% Clay
8	"R" Value (Corrected)

AASHO Classif. - A-7-5 (11)

*Surfacing Thickness Design has been increased to equal ½ the frost depth.

Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Existing Surf. Allow.	New Work	
			1¼	0-Level
			2	Cr Base
			4	GR Base
			11	
12			*18¼	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

NOTED
LLOYD P. SHAW

B.P.R.
cc Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

Submitted by J. W. Yarbrough Staff Assistant
Recommended by C. L. Parker Asst Construction Engineer
Recommended by G. W. Harza Engineer of Materials
Approved by Lloyd V. Shaw ASSISTANT Deputy State Highway Engineer

County-City (2)

PAVEMENT TYPE SELECTION

JORDON VALLEY- IDAHO STATE LINE
F.A.S. 828
MALHEUR COUNTY
Prefix 523-1499

Principal Factors Governing Selection

1. Traffic Classification: LIGHT Present ADT 100 1980 ADT 140 % Heavy Vehicles 10
   (NOTE: Increase classification one step for heavy logging use)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration 36"± Precipitation Annual 9"±

4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally oil mats

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: County prefers an oil mat.

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an 0-11 oil mat has been selected.

14

RECEIVED
AUG 20 1963
FOR FILING

Prefix No. 523-1499

LOCATION PROSPECTUS
JORDAN VALLEY-IDAHO STATE LINE SECTION
BROADHURST LANE - FAS 828
MALHEUR COUNTY

The following prospectus is submitted concerning the above-mentioned section of FAS 828, which is a county road on the Federal-aid Secondary System. The westerly terminus is at the junction of the Jordan Valley Secondary Highway in the town of Jordan Valley. The easterly terminus is at the Idaho State Line. The overall length of the project is approximately 1.9 miles.

This will be a location survey to prepare plans, specifications and estimates for grading and surfacing on existing alignment. The westerly end of the project will be in the town of Jordan Valley.

The general route traverses easterly along the existing road excepting a 0.6-mile section near the Idaho State Line which will require improved alignment. Reconnaissance is not necessary. Routine soils investigations will be conducted. There are no special drainage problems. An economic analysis is not needed.

The existing 1962 ADT is 90 and the projected 1982 ADT is 120. Traffic and alignment warrant a Class "E" highway with maximum grade and curvature of 6 per cent and 10 degrees respectively. The typical section will consist of two 10-foot travel lanes with 4-foot shoulders. From the westerly terminus to Summerville Street, approximately 0.2 mile, the County requests a 22-foot travel way.

The rise and fall and the central angle data of the existing and proposed facility will be determined during the survey.

This facility will be unrestricted as to access with no interchanges, railroads or major stream crossings.

The tentative base design for construction is:

NOTED
FORREST COOPER

Wearing Surface	1-1/4" 0-11
Top Course Base	2 " Level
Bottom Course Base	4 " Crushed Base
Bottom Course Base	12 " Grid Roll
Total Depth	19-1/4"

(Base design is subject to change upon completion of soils investigations.)

NOTED
FORREST COOPER

The location of the source of materials and the quantity of said source will be determined during the survey.

It will be necessary to have agreements with the Town of Jordan Valley and Malheur County.

There are no State parks or roadside rest areas affected by this project.

August 13, 1963
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
A. F. Parson (3)
Mark Astrup
R. C. Blensly
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
Carl Plog
Research Division
Phil Preston (2)
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
AUG 13 1963
OFFICE OF
STATE HIGHWAY ENGINEER

MUD SPR.

Creek

36

31

FAS

Jordan

Creek

Sheep

95

Pharmacy

Hill

95

E. JONES RANCH

36

BEGIN PROJECT

5

6

FAS

FAS

FAS

Jordan

Antelope

Creek

JORDAN VALLEY

Pop. 280 (Est.)

Trout

Creek

Feed

Canal

END PROJECT

T30S

35

2

SHEEP SPR.

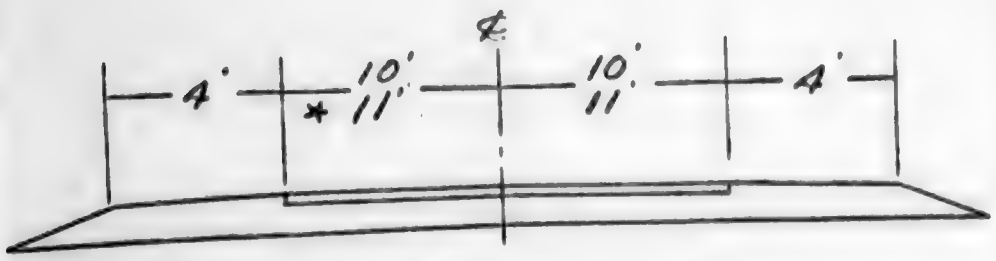
36

31

36

31

DAM



TYPICAL SECTION

* TO SUMMERVILLE STREET

PROSPECTUS MAP

JORDAN VALLEY- IDAHO STATE L.

FAS 828

MALHEUR COUNTY

Scale 1" = 1 Mi. JULY 1963

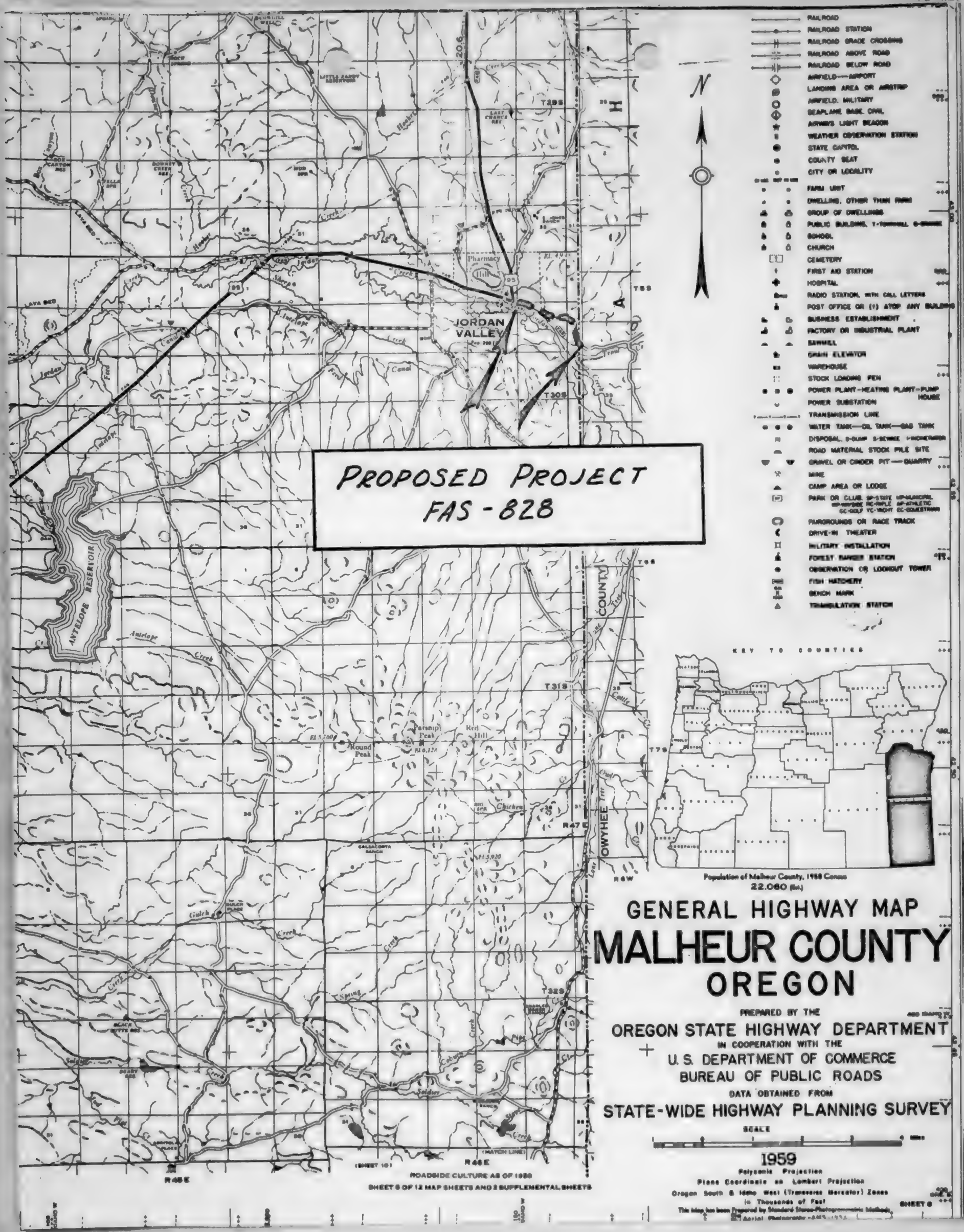
MALHEUR COUNTY
PROPOSED PROJECT (1964 Funds)

FAS 828, Broadhurst Lane, Jordan Valley-Idaho State Line Section, 1.9 miles, grade, surface and oil, $130,000.

The proposed project is to grade, place base surfacing and construct an O-11 oil mat 20 feet wide with 4' shoulders from the I.O.N. Highway in Jordan Valley to the Idaho State Line. Construction will follow the existing road except that a 0.6 mile section near the Idaho Line will require improved alignment.

63-e
6/27/63

Comm approved 7-18-63



GENERAL HIGHWAY MAP

MALHEUR COUNTY

OREGON

PREPARED BY THE

OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

DATA OBTAINED FROM

STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

1959

Polyconic Projection

Plane Coordinate on Lambert Projection

Oregon South & Idaho West (Transverse Mercator) Zones

in Thousands of Feet

This Map has been Prepared by Standard Stereo-Photogrammetric Methods

Aerial Photography - AMS - 1954

c. 1863

COUNTY ROAD FAS PROJECT DATA

1. Name of County Malheur FAS No. 828

2. County Road Name Broadhurst Lane

3. Section Name Jordan Valley - Idaho State Line Length 1.9 miles

4. Type of Project Grade, Surface and O.I

5. Survey to be done by: State X County _____
(NOTE: If project is canceled, County must pay for survey.)

PROJECT DATA -

6. Has base design been given to County? Yes ____ No X

Will it be furnished? Yes X No ____

7. Wearing Surface: Type C-11 Width 22' to Summers. 20' + Shldrs Shoulders 4'

8. Grading & Drainage:

By County ____ County Date of Completion _____ By Contract X

9. Bottom Base Course:

By County ____ County Date of Completion _____ By Contract X

10. Leveling Course:

By County ____ County Date of Completion _____ By Contract X

11. Wearing Surface:

By County ____ County Date of Completion _____ By Contract X

12. Clearing:

By County ____ County Date of Completion _____ By Contract X

13. Is there any merchantable timber on right-of-way? Yes ____ No X

14. Will timber be reserved for owner? Yes ____ No ____

15. Will timber become property of contractor? Yes ____ No ____

Remarks _____

MATERIAL SOURCE -

16. Gravel _____ Quarry _____ Cinders _____

17. Owner: County _____ State _____ Private _____

18. Location: _____ Section ____ Township ____ Range ____ W.M.

NOTED V. R. JONES

cac 61-2 6/12/63

19. Materials furnished by County: Borrow____ Select Topping____

Base Course____ Level Course____ Mineral Aggregates____

20. Miscellaneous Items: ~~County will arrange for~~

Remarks: County will arrange for material sources

FINANCIAL- -

21. Estimated Cost: $120,000

22. Available FAS Funds: $154,000

23. Date Match Money is Available: Anytime

24. Will there be any 100% County Money? Yes___ No X

25. Maximum Amount of 100% County Money Available: $_____

26. Date County Requests Letting: Fall of 1963

Remarks_____

RIGHT-OF-WAY- -

27. Is any additional right-of-way needed? Yes X No___

28. Will right-of-way be acquired by: Resolution____ or Deed X

29. Should State prepare options? Yes X No____

30. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes____ No X

31. Should material source site be included in right-of-way descriptions? Yes____ No X

32. Does project run inside city? Yes X No____
(NOTE: If right-of-way is procured in community with post office or in a city, an opportunity for hearing must be afforded. Projects may only extend into cities with less than 5000 population.)

33. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes____ No X
(NOTE: County must move all utilities located on present right-of-way.)

Remarks_____

CCR 61-8

RAILROADS- - - - - - - - None -

34. Location: _____

35. Name of Railroad: _____

36. Number of tracks: _____

37. Sight distance: _____(Left) _____(Right)

38. Number of trains_____

39. Angle of intersection_____

40. Type of crossing: Grade____ Overcrossing____ Undercrossing____

41. Number of signs: Advance Warning_____ Crossbucks_____ Stop_____

Automatic Flashing_____ Automatic Bell_____ Gates_____

Remarks_____

STRUCTURES- -

42. Are there any structures to be replaced or altered? Yes____ No____

43. Will replacement by by: County_____ Contract_____
(NOTE: If by contract, fill out bridge questionnaire form.)

44. Will County adjust structure to new grade? Yes____ No____

45. Will County adjust structure to additional width? Yes____ No____

46. Will adjusted width be standard? Yes____ No____
(NOTE: Standard width of structure is 4 feet wider than wearing surface width. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

Remarks Culvert to be widened, Baxter Creek

47. Is project contingent upon other factors? Yes____ No____

48. Such as: (a) Construction (Cooperative project by County, tie-in with outside projects)

Explain: County may buy oil in, Aggregates from Crushing Contractor revealing the dirt road

ccr 61-d

49. (b) Timing (Cooperative project by County, finance, irrigation, industrial usage, outside projects)

Explain: _____

_____

_____

_____

50. (c) Surveys (Coordination with outside surveys)

Explain: _____

_____

_____

MISCELLANEOUS -

51. Does County wish rounding of cutbanks? Yes___ No X

52. Does County wish sight posts installed? Yes___ No X

53. Does County wish guard rail installed? Yes___ No X

54. Does County wish seeding and mulching incorporated into job?

Yes___ No___

NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.

Malheur County

June 18, 1963 Date

By Ellis A. White
Judge or Commission Chairman

By _____
County Engineer

Verne R. Jones
O.S.H.D. ~~Field~~ Engineer

Date Planning June 18, 1963

CCR:d:s

NOTED
[illegible] C. Ayers

NOTED
H. S. COX

NOTED
DON HARWELL

File: Jordan Valley

NOTED
V. R. JONES

NOTED
R. H. PRANGE

May 10, 1963

Mr. Carl S. Agenbroad
Chairman, Owyhee County Board of Commissioners
Bruneau, Idaho

Dear Mr. Agenbroad:

Malheur County, Oregon, and the City of Jordan Valley, Oregon, are considering a joint venture on improvement of Oregon FAS Route No. 828 in Jordan Valley and running easterly to the Oregon-Idaho state line. This FAS route is, I believe, FAS Route No. 3706 in Idaho.

Purpose of this letter is to ascertain if Owyhee County, Idaho, might be considering a project this coming summer on this route. It is our hope that if Owyhee County is letting a road contract that Oregon's project might be scheduled at or near the same time and thus effect a savings for both parties.

Please advise.

Very truly yours,

H. S. Cox
County and City Division Engineer
State Highway Building
Salem, Oregon

HSC:mm

FORM E-123X 60M 8-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

NOTED
H. S. COX

NOTED
DON HARWELL

April 3-, 196-

To the State Highway Commission

Gentlemen:

The City of Jordan Valley requested by resolution that a project on Main Street be included in the 1963 program, but, because of its isolated location, the project was not recommended for approval.

Now Malheur County has indicated that it intends to request a project on FAS 828, and so proposes to allocate $20,000 from the 1963 Special City Allotments as the City's share to help reconstruct the portion of FAS 828 inside the city limits of Jordan Valley. It is recommended that this allocation be approved to allow for this construction with 1963 funds.

This matter will be presented at the June 6 commission meeting.

Very truly yours,
Original signed
Forrest Cooper

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
C. H. Maison
L. H. Young
H. S. Cox
R. B. Sipprell

RECEIVED
MAY - 1 1963
ENGINEER
COUNTY & CITY DIVISION

4-9-63

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Jordan Valley is an incorporated city of the State of Oregon and has a population of 198 as given by the latest official census; and

WHEREAS, the following streets of said city,

Main Street : East from the intersection of Bassett and Main to the city limits.

RECEIVED
APR 12 1963
ENGINEER
COUNTY & CITY DIVISION

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Jordan Valley does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Thomas Hardman as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 9 day of April, 1963.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Jordan Valley at a regular or special meeting of said Council, held on the 9 day of April, 1963 and the above copy is a true and correct copy of the original and of the whole thereof.

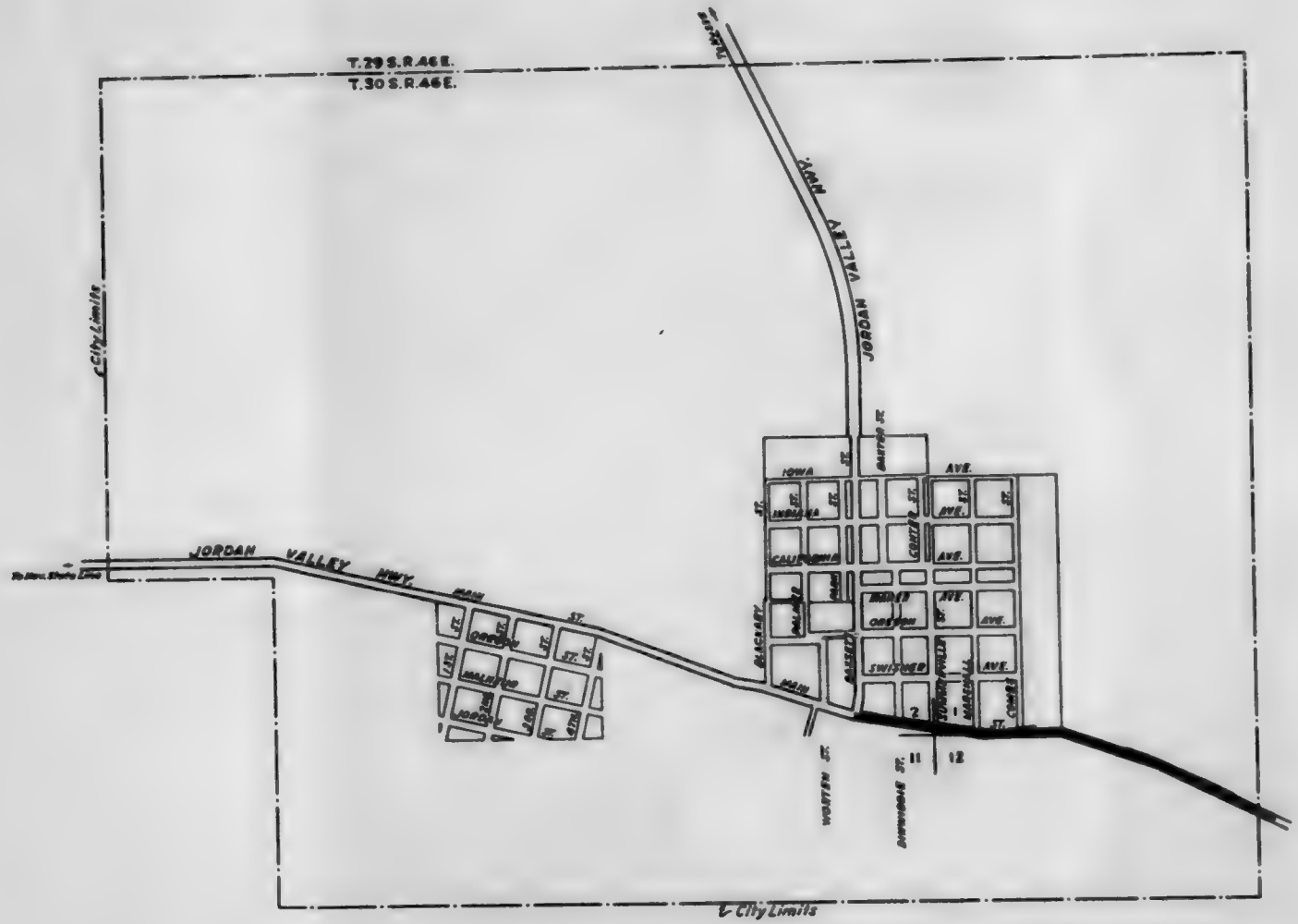
Dated this 9 day of April, 1963.

Mabel Del Grosso
City Recorder

JORDAN VALLEY

Scale in Feet

0 800 1600 2400



RESOLUTION

3-12-63

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Jordan Valley is an incorporated city of the State of Oregon and has a population of 218 as given by the latest official census; and

WHEREAS, the following streets of said city, From Highway U.S. 95 to end of Wroten St. to Oregon Ave. to the corner of Highway U.S. 95

Heavy and unusual traffic because of P.U.C. Office.

RECEIVED
MAR 15 1963
ENGINEER
COUNTY & CITY DIVISION

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population

in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Jordan Valley does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Thomas Hardman as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 12th day of March, 1963.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---- ---------- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Jordan Valley at a regular or special meeting of said Council, held on the 12th day of March, 1963, and the above copy is a true and correct copy of the original and of the whole thereof.

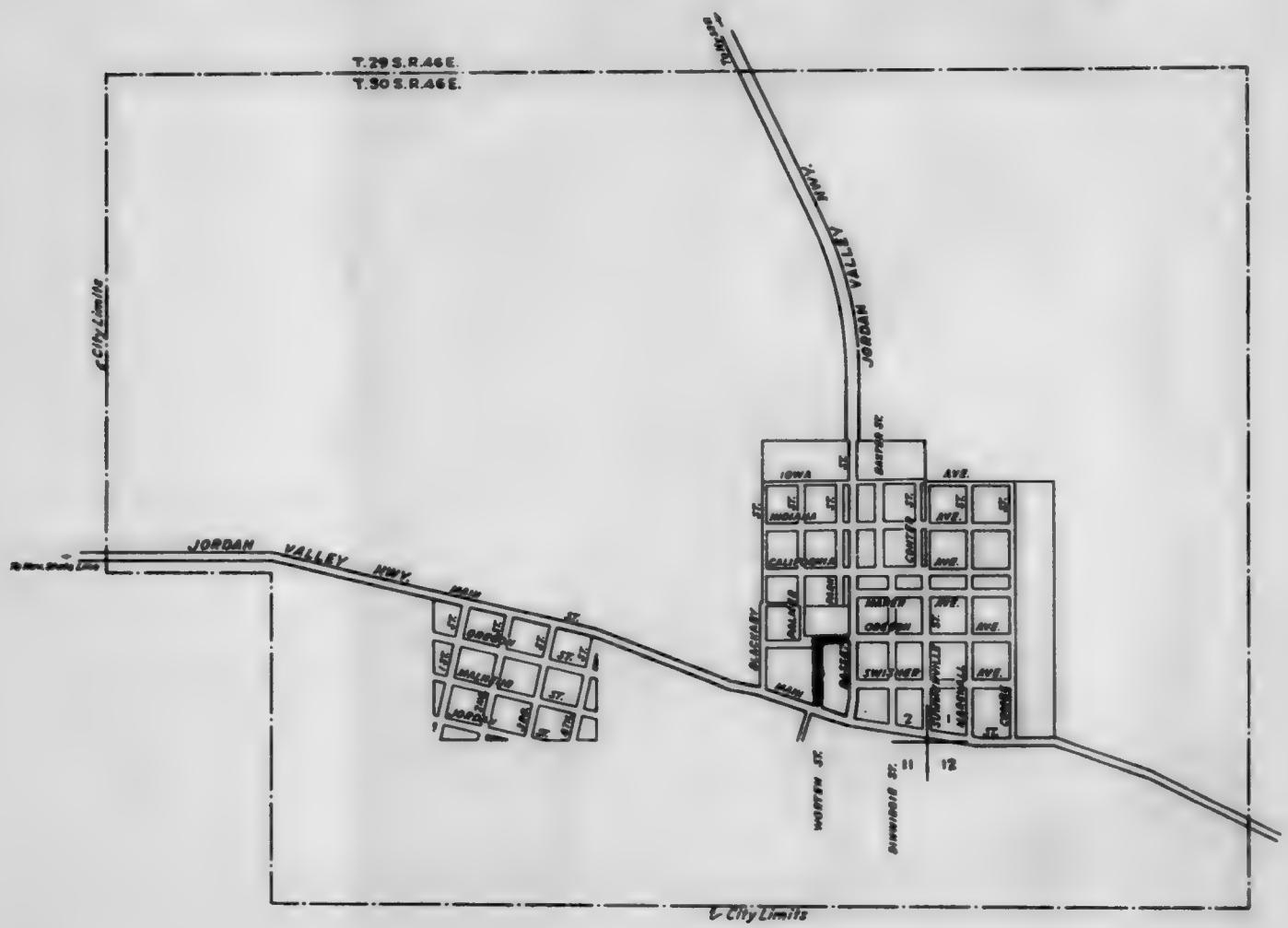
Dated this 12 thday of March, 1963.

Mabel Del Grosso
City Recorder

JORDAN VALLEY

Scale in Feet

0 800 1600 2400



Town of Jordan Valley

JORDAN VALLEY, OREGON
March 8, 1963

RECEIVED
MAR 13 1963
OFFICE OF
LIAISON ENGINEER

Mr. Robert F. Smith
State of Oregon
Oregon House of Representatives
Salem, Oregon

Dear Mr. Smith:

The city council wanted me to write you concerning the $250,000 Special City Allotment Fund ORS 366.800 and 366.805. We may have a street that might be eligible this year.

Malheur County plans to oil from the city limits to the Idaho state line and Owyhee County plans to oil from the Oregon state line to Pleasant Valley junction sometime this summer. Owyhee County already has the money needed. The combined project would be a little over seven miles.

Jordan Valley would like to oil from Main St. down Bassett St. east to the city limits about seven tenths of a mile. This would give us oiled pavement from Main St. to Pleasant Valley junction.

We have the application forms needed from H. S. Cox, Engineer, Oregon State Highway Department. The application forms will be filled out at the next meeting.

Certainly would appreciate any information or assistance on this project that may help us.

Very truly yours,
Mabel Del Grosso
Mabel Del Grosso
Recorder

NOTED
R. B. SIPPRELL

RECEIVED
MAR 13 1963
ENGINEER
COUNTY & CITY DIVISION

S-147(3) Struct., Grad. & Paving on Stayton Br. Sec. at Stayton 1964

#6529

Q+A 2758
Q+A 2759

OREGON STATE HIGHWAY DEPARTMENT

FORM A-190 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 90929

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
3-29-67	CC 1057		522-1022-297

Contract 6529
L-1076

Marion County
Courthouse
Salem, Oregon

RECEIVED
MAR 29 1967
COUNTY ENGINEER
& CO. SURVEYOR DIVISION

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

Attn: Marion County Board of Commissioners

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Stayton Bridge and Mill Race Bridge, FAS 570. Covered by agreement dated November 10, 1964.			
County advance deposit		60,500.00	
Less amount previously transferred		40,500.00	
			20,000.00
County share of construction		55,551.76	
Less amount previously transferred		40,500.00	
			15,051.76
Refund Due County			4,948.24

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request $.....

By.....

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

OREGON STATE HIGHWAY DEPARTMENT

FORM A-180 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 90930

DATE	BILLING REQ. NO.	YOUR ORDER NO.
~~3-29-67~~	~~88 1856~~	

Contract 6529
A-147(3)

CREDIT DISTRIBUTION

~~572-1072-797~~

RECEIVED
MAR 29 1967
COUNTY & CITY ENGINEER DIVISION

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

Linn County
Courthouse
Albany, Oregon 97321

Attn: Linn County Court

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Stayton Bridge and Overflow structure, FAS 570 covered by agreement dated November 15, 1964, also by price agreement dated March 2h, 1965.			
County advance deposit		$18,900.00	
Less amount previously transferred		10,900.00	18,000.00
County share of construction		$24,133.79	
Less amount previously transferred		10,900.00	13,233.79
To be refunded			4,766.21

ACKNOWLEDGEMENT OF [illegible] REQUEST

Clerk [illegible]

By _____

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED
DON HARWELL

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS DATE: 3/27/67

County Linn Contract No. 6529 Date Completed 1/18/66

FAS 570 Section Stayton Bridge & Overflow Structure

PAYMENTS TO CONTRACTOR

Item	Total Cost
Payment to contractor as per attached statement.	272,939.92
Engr. & Cont.	23,267.82
Non participating items	181.49
Total Construction Cost	296,389.23
FAS Funds allotted.	# 188,121.64
Agreed County share of construction 50% of difference between (296,389.23 - 188,121.64) x ½ =	54,133.79
County advance deposit-	$ 8,900.00
County share of Const.	54,133.79
Refund due County	# 4,766.21

Reference: Billing Form CC-1056

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS DATE: 3/27/67

County Marion Contract No. 4529 Date Completed 1/18/66

FAS 570 Section Stayton Bridge o Mill Race Br

PAYMENTS TO CONTRACTOR

Item	Total Cost
Payment to Contractor as per attached statement	280,221.27
Engineering + Cont.	23,747.85
Non participating items	185.24
Total Const. Cost	304,154.49

FAS Funds Collected $ 193,050.97

Agreed County share of Const.

50% of diff. between (304,154.49 - 193,050.97) X ½ =

$ 55,551.76

County advance deposite.	60,500.00
County share of cost.	55,551.76
Refund due C.	4,948.24

Reference: Billing Form CC-1057

Marion County Sht # 6529 Index 522-1022 FAS 570

Stayton Bridge	$\frac{398,297.08}{2}$ = 199,148.54	—
Engr	$\frac{33,851.37}{2}$ = 16,925.69	
Roadway (18+70 to 54+00)	$\frac{40,175.2 \times 0.375}{0.705}$ = 21,372.53 × $\frac{0.375}{0.705}$ = 45,838.41	—
Engr	4,001.34	
Mill Race Bridge	35,234.32	—
Engr	2,820.95	
Non participating		
Stayton Bridge	$\frac{264.06}{2}$ = 132.03	—
Mill Race Bridge	52.00	—
Roadway	$\frac{15,68 \times 0.375}{0.705}$ = 31.21	—
	185,27	
Total	280,221.27	
Engr	23,747.98	
Fed. Participation		
Stayton Bridge	$\frac{274,457.49}{2}$ = 137,228.84	/
Roadway	$57,508.07 \times \frac{0.375}{0.705}$ = 31,653.23	
Mill Race Bridge	24,168.90	
Total	193,050.97	

Limin County Cont^n 6630 + 1 d. x 522 - 102.2. FAS 570

Stayton Bridge 398,297.08 / 2 = 33,751.39 / 2 199,148.54 —
Eng'r. 16,925.69

Roadway (18+70 to 54+00) 64,176.21 x 0.33/0.705 = 40,337.50 —
Eng'r. 7,522.53 x 0.33/0.705 = 3,521.18

Overflow Str. P433 33,453.58 —
Eng'r 2,820.95

Non participation
Stayton Br. 264.06 / 2 132.03 —
Overflow Str. 22.00 —
Roadway 58.62 x 0.33/0.705 = 27.46 —
181.49

Total 272,939.92
Eng'r 23,267.82

Fed. Participation 274,457.49 / 2 = 59,505.07 x 0.33/0.705 =
Stayton Bridge 137,228.84
Road way 27,854.84
Over flow Str. 23,037.96

Total 188,121.64

SUMMARY OF COMPLETED FEDERAL-AID WORK

STAYTON BRIDGE SECTION

S-147(3)

FAS 570

	Description	Type Code	Roadway Width	Total Cost	F.A. Funds	Total Length
Marion	Br. #5351A Mill Race Bridge (Sta. 20+08 to 21+10)	X080	30'	$ 38,077.28	$ 24,168.90	0.019 Mi.
Linn and Marion	Br. #6419 Santiam River Bridge (Sta. 28+50 to 36+50)	X071	30'	432,412.51	274,457.49	0.152 Mi.
Linn	Br. #9433 Overflow Structure (Sta. 43+70 to 44+72)	X080	30'	36,296.54	23,037.96	0.019 Mi.
Linn and Marion	Roadway (Sta. 18+70 to 54+00)	6202	24'	93,757.42	59,508.07	0.479 Mi.
				$600,543.75	$381,172.42	0.669 Mi.

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	STAYTON BRIDGE SECTION					
	LINN AND MARION COUNTIES					
	Construction					
	Type Code X080					
	Mill Race Bridge (Br. 5351A)(Sta. 20+08 to Sta. 21+10)(Contract No. 6529)					
1	Remove Existing Mill Race Bridge and Provide for Traffic	All	Required		$ 1,000.00	
2	Shoring, Cribbing, etc.	All	Required		500.00	
3	Structural Excavation	53	cu.yds.	5.00	265.00	
4	Structural Excavation Below Elevation Shown	36	cu.yds.	7.00	252.00	
5	Furnish 14" Prestressed Piling	480	lin.ft.	8.00	3,840.00	
6	Drive Prestressed Piling	16	only	190.00	3,040.00	
7	Class "A" Concrete (92 cu.yds.)	All	Required		6,900.00	
8	3'x30' to 35' Prestressed Slabs	33	only	400.00	13,200.00	
9	4'x30' to 35' Prestressed Slabs	6	only	470.00	2,820.00	
10	Metal Reinforcement (16,200 lbs.)	All	Required		2,000.00	
11	Metal Parapet Railing	200	lin.ft.	5.00	1,000.00	
7A	Class "A" Concrete Adjustment	3.7	cu.yds.	75.00	277.50	
10A	Metal Reinforcement Adjustment	992	lbs.	.1230	122.02	
EW01	Flagging	All	Required		17.80	
				Subtotal	$ 35,234.32	
	Type Code X071					
	N. Santiam River Bridge (Br. 6419)(Sta. 28+50 to Sta. 36+50)(Contract No. 6529).					
12	Remove Existing North Santiam River Bridge	All	Required		$ 1.00	
13	Shoring, Cribbing, etc.	All	Required		51,239.00	
14	Structural Excavation	810	cu.yds.	7.00	5,670.00	
15	Structural Excavation Below Elevation Shown	50	cu.yds.	9.00	450.00	
16	Furnish 10 BP 42 Steel Piling	220	lin.ft.	5.00	1,100.00	
17	Drive Steel Piles	8	only	100.00	800.00	
19	Seal Concrete	277	cu.yds.	35.00	9,695.00	
20	Class "A" Concrete (1,368 cu.yds.)	All	Required		102,600.00	
21	80' to 85' Type IV Prestressed Beams	16	only	1,800.00	28,800.00	

AMOUNT CARRIED FORWARD..

APPROVED BY COMPTROLLER GENERAL, U.S. MAY 12, 1966 IN LIEU OF SF-1166

U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC

ITEM NO.

STATEMENT OF COSTS INC PROJECT AG

GPO 907-993

USCOMM-DC 27068-P66

16 Fur...
17 Drive St...
19 Seal Concrete
20 Class "A" Concrete
21 80% to 85% Type II Prest...

...ROVED BY
...MPTROLLER GENERAL,
U.S. MAY 12, 1966
IN LIEU OF SF-1166

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL AID PROJECT

STATE Oregon

COUNTY Linn and Marion

NUMBER I-205-2(7)

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT
(PPM 30-6)

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
22	Metal Reinforcement (261,300 lbs.)	All	Required		$ 30,000.00	
23	Structural Steel (625,000 lbs.)	All	Required		156,308.00	
24	Metal Parapet Railing	1,600	lin.ft.	5.00	8,000.00	
25	8-inch Metal Drain Pipe, Unperforated	212	lin.ft.	4.00	848.00	
26	1½-inch Electrical Conduit	947	lin.ft.	1.30	1,231.10	
20A	Class "A" Concrete Adjustment	14	cu.yds.	75.00	1,050.00	
22A	Metal Reinforcement Adjustment	2,534	lbs.	.1150	291.41	
EX01	Flagging	All	Required		213.57	
				Subtotal	$ 398,297.08	
	Type Code X080					
	Overflow Str. (Sta. 43+33)(Sta. 43+70 to Sta. 44+72)(Price Agreement No. 1 - Contract No. 6289)					
9	Structural Excavation	111	cu.yds.	5.00	$ 555.00	
3	Structural Excavation Below Elevation Shown	14	cu.yds.	7.00	98.00	
5	Furnish 10 BP 42 Steel Pile	300	lin.ft.	5.00	1,500.00	
6	Drive Steel Pile	10	only	80.00	800.00	
7	Class "A" Concrete	144.5	cu.yds.	65.00	9,392.50	
8	Metal Reinforcement	16,214	lbs.	0.12	1,945.68	
4	Metal Parapet Railing	198	lin.ft.	5.00	990.00	
10	3'x34' Prestressed Slabs	6	only	400.00	2,400.00	
11	4'x34' Prestressed Slabs	24	only	470.00	11,280.00	
	Channel Change					
1	Clearing and Grubbing	All	Required		1,500.00	
2	General Excavation	2,926	cu.yds.	.60	1,755.60	
PA3	Excavation Not Incorporated In Job	1,219	cu.yds.	1.00	1,219.00	
EX01	Flagging	All	Required		17.00	
				Subtotal	$ 33,453.58	
	Type Code 6202					
	Roadway (Sta. 19+70 to Sta. 54+00)(Contract No. 6329)					
27	Clearing and Grubbing	All	Required		$ 5,000.00	
29	Embankment in Place	27,099	cu.yds.	1.00	27,099.00	
30	Finishing Roadbed and Slopes	All	Required		1,000.00	
31	Stone Base	6,230	cu.yds.	3.40	21,182.00	
32	3/4" - 0 Material in Base	1,355	cu.yds.	4.00	5,420.00	

Linn

PREVIOUS EDITIONS ARE OBSOLETE

USCOMM-DC 27330-P66

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

BP-1166

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

(PPM 30-6)

FEDERAL AID PROJECT

STATE

COUNTY Oregon

NUMBER Linn and Marion SECTION

S.U.7(3)

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
33	Gravel Blanket	165	cu.yds.	3.00	$ 495.00	
34	Watering	130.3	M-gals.	3.00	391.50	
35	SC-1 Asphalt	525	gals.	0.25	131.25	
36	Class "B" Asphaltic Concrete	2,169	tons	8.00	17,352.00	
37	Extra for Asphaltic Concrete Approaches	10	only	30.00	300.00	
38	Loose Riprap	520	cu.yds.	9.00	4,680.00	
39	12-inch Culvert Pipe	36	lin.ft.	4.50	162.00	
42	Adjusting Inlets	1	only	175.00	175.00	
43	Guard Rail	813	lin.ft.	4.00	3,252.00	
44	Rail End Pieces	16	only	7.00	112.00	
P42	Eliminate Mechanical Spreador	6,230	cu.yds.	0.10	(623.00)	
EWC1	Flagging	All	Required		47.46	
				Subtotal	$ 86,176.21	
			Total Construction Cost		$ 553,161.19	

Construction Engineering

		All Required	$ 47,015.82
State			
(Br. #5351A)	$ 2,820.95		
(Br. #6419)	33,851.39		
(Br. #9433)	2,820.95		
Roadway	7,522.53		
		Total Participating Cost	$ 600,177.01

Nonparticipating Items

		All Required	$ 366.74
Construction Engineering			
Br. #5351A	$ 22.00		
Br. #6419	264.06		
Br. #9433	22.00		
Roadway	58.68		
		Total Nonparticipating Cost	$ 366.74
		Total Cost	$600,543.75

PREVIOUS EDITIONS ARE OBSOLETE

USCOMM-DC 27330-P66

FAS 570

JOHN A. ANDERSON, P. E.
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

Marion Co

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
AREA CODE 503 364-4401, EXT. 53
SALEM, OREGON 97301

NATIONAL ASSOCIATION OF COUNTY ENGINEERS
CHARTER MEMBER

RECEIVED
FEB 17 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

February 16
1 96 6

NOTED
RICHARD UNREIN

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED
P. B. Arensmeier

Mr. Ray D. Asburry
State Highway Department
Salem, Oregon

Re: Stayton Bridge Section - FAS 570

Dear Mr. Asburry:

Pursuant to your letter of January 26, 1966, and our field inspection with you on February 1, this letter is to inform you that Marion County has accepted as satisfactory the completion of the Stayton Bridge section and approaches on the Marion County side.

Very truly yours,

John A. Anderson
County Engineer

JAA:s
cc: Board of Commissioners
County Clerk

RECEIVED
FEB 21 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
V R JONES

RECEIVED
APR 14 1966
FOR FILING

S-1417(3)

6529

April 13, 1966

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6529 awarded to Lord Brothers Contractors, Inc., for structure, grading and paving the Stayton Bridge on FAS 570 in Linn and Marion Counties was completed on January 18, 1966, and accepted by the Highway Commission on April 12, 1966.

Final payment in the amount of $16,466.04 will be released to the contractor after April 20, 1966. The total contract amount is $553,161.19 including $296.63 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fhm

cc Lord Brothers Contractors, Inc.
9233 North Calvert Street
Portland, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
APR 12 1966
FOR FILING

S-147(3)
6529

April 12, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed January 18, 1966, on Contract No. 6529. The contract was with Lord Brothers Contractors, Inc. and was for structures, grading and paving on the Stayton Bridge Section of the WAS 570 (S. First Avenue) Highway in Linn and Marion Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 12, 1966, and that you concur in this procedure at the Commission meeting on April 21.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
L. H. Young
Ivan Merchant
F. D. Morgan
C. H. Maison
R. D. Asburry

bg

RECEIVED
APR 11 1966
FOR FILING

S-147(3)

6529

March 9, 1966

Lord Brothers Contractors, Inc.
9233 North Calvert Street
Portland, Oregon

#7

Gentlemen:

The State Highway Commission at its meeting on March 8 considered your request for an extension of time on Contract No. 6529 on the Stayton Bridge on FAS 570 in Linn and Marion Counties.

After considering the recommendation of the Engineer and other available information, the Commission extended the completion date to January 16, 1966, without assessment of liquidated damages.

Very truly yours,

Floyd Ousry, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc R. D. Asburry
Don Beecroft
L. H. Young
Ivan Merchant
C. H. Maleon

RECEIVED
FEB 16 1966
FOR FILING
S-147 (3)
6247

February 15, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 7
March 8, 1966 meeting

Gentlemen:

We recently completed under Contract No. 6529 reconstruction of the Santiam Bridge on FAS 570 in Marion and Linn Counties. Lord Bros., Inc. was the contractor.

The contract specified two completion dates; one that the bridge should be completed to a point to permit opening to traffic by December 31, 1965 and that all structural steel should be painted and the entire job be completed by June 30, 1966.

The bridge was opened as of December 24, 1965. All work except some minor cleanup (approximately one day's work) had been completed on that date including the painting of the steel. A stop work order was issued and the work was completed on January 18, 1966. This is a purely technical matter of straightening the record since the remaining work did not involve painting. I recommend that the completion date be extended from December 31, 1965 to January 18, 1966.

This matter will be on the agenda for your consideration at the March 8 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison
R. D. Asburry

TE:jwa bg

E-280 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date January 22, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 268 days to 285 days, within which to complete our Contract No. 6529, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

December 24, 1965 to January 18, 1966. Stop work order due to inclement weather.

Respectfully submitted,

LORD BROS. CONTRACTORS, INC.
Contractor

By W. T. Lord
W. T. Lord, President

CONSENT OF SURETY

Date January 24th, 1966

We, GENERAL INSURANCE COMPANY OF AMERICA,

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

By E. Stewart
Attorney-in-fact
E. Stewart

(SEAL)

DOOLY & CO.

By
Resident Agent
R. M. Dooly-Partner

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
JAN 18 1966
7,8,9,10,11,12,1,2,3,4,5,6 PM

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6529 Contractor Lord Brothers Contractors, Inc.

Highway S. First Avenue, FAS 570

Section Stayton Bridge

Kind of Work Structures, Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be [redacted]GRANTED. The reasons for such recommendation are as follows:

All work completed on project one week prior to specified completion date except the painting of the guard rail and minor touch up. Due to the unfavorable weather, the contractor was asked to postpone this work until more favorable weather when a good job could be anticipated. Upon resuming work, it took the contractor one day to complete it.

Recommended for Approval:

R. D. Atkinson
Division Engineer

Construction Engineer or Bridge Engineer

Asst
State Highway Engineer

Contract No.	6529
Project designation	S-147(3) State-Federal
Date awarded	December 21, 1964
Work started	January 27, 1965
Per cent completed	100% 1-18-66 Date
No. of Workdays Allowed	268
No. of Workdays Used	285
No. of Added Workdays Requested	17

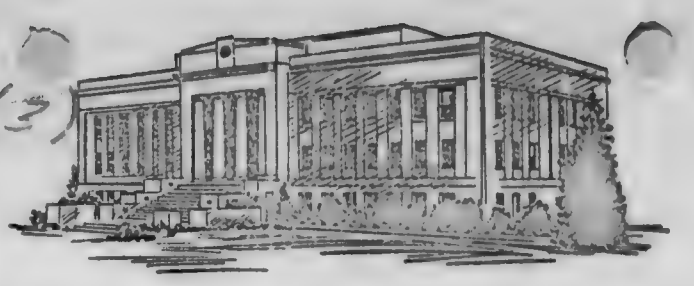
SP*0806-784

RECEIVED
FEB 14 1966
FLOYD D. JENKS
COMMISSIONER

FOR FILING

S-1427(3)

RECEIVED
FEB 10 1966
6529
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2



RAY H. MADDY
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

BURL INGRAM
COMMISSIONER

February 8, 1966

Mr. R. D. Asburry
Division Engineer
Oregon State Highway Department
Salem, Oregon

Re: Stayton Bridge Section
F.A.S. 570
Contract No. 6529

Dear Mr. Asburry:

This will advise that the Linn County Court has made a final inspection of the Stayton Bridge project and hereby indicates acceptance.

Sincerely,

LINN COUNTY COURT

Ray Maddy
Judge

Burl Ingram
Commissioner

Floyd D. Jenks
Commissioner

CC: Sec'y. to Comm
Construction
Bridge
Off. Engr.
City! County

NOTED
FLOYD QUERY .

RECEIVED
OCT 8 - 1965
FOR FILING

S-147(3)

Form CD-121 (11-63) (Proc. by A.O. 206-10)

UNITED STATES GOVERNMENT *Memorandum*

6529

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: September 9, 1965

In reply refer to: 08-35.EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. M. Parsons, Division Engineer
Salem, Oregon

REFERRED TO
Eder - Myan - Young -
By Asst. State Hwy. Engr.
Marshall

copies sent 10-5-65

SUBJECT: Evaluation of Secondary Road Plans

You will recall that during the calendar year 1962 a Secondary Road Plan evaluation was undertaken. We have been instructed to undertake a comparable evaluation which is to be completed and furnished to our Washington office no later than June 30, 1966. These instructions are national in scope, with similar studies being undertaken in all of the other States. Please be assured that no particular incident in your State prompted this evaluation.

In view of the approach of the end of the construction season, as a first step we have tentatively selected three projects for the contract administration phase in accordance with procedures under Instructional Memorandum 20-1-61 as follows:

Project No.	Name	Division	System	Supervised by
S-255(9)	N.E. 122nd Ave.	I	County	County
S-147(3)	Stayton Bridge	II	County	Bridge Div.
SU-31(7)	Crest-Patterson Streets	IV	State	Const. Div.

We would appreciate arranging for a conference sometime next week in order to review our selection as well as to discuss the overall evaluation. Upon confirmation of the above selection, please furnish single certified copies of the following documents for each project:

a. Construction plans
b. Proposal
c. Special Provisions and Supplemental Standard Specifications
d. Contract
e. Letter advising contractor of award

NOTED
F. B. KLABOE

We anticipate inspecting the selected contract administration projects during the next month. Subsequently, by utilizing your Road Design Section's report on jobs completed and stockpiled as well as your schedule of contract lettings for December 14, 1965, January 25, 1966 and March 8, 1966, three projects will be selected for evaluating the design phase at least two weeks prior to advertising. Your cooperation in arranging for a joint plans-in-hand inspection of such projects at that time would be appreciated.

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

We would also appreciate receiving a listing of field surveys underway but not completed on the Federal-aid Secondary System, including county surveys in Multnomah County, with percent complete as of September 30, 1965, comparable to that furnished with Mr. Barbee's March 2, 1962 letter, in order that a project or projects may be selected for the location phase to be evaluated.

RECEIVED
SEP 10 1965
OFFICE OF
STATE HIGHWAY ENGINEER

S-147 (3)

STATE COPY

Monthly transaction number	PR-2A (5-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
5-119		County Linn & Marion
Project report number 7	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT (PPM 21-7)	Project number S-147(3)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 18, 1965, is hereby modified as follows:

Revised estimated total cost of project $ 619,799.00

Revised Federal funds $ 391,900.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 19 day of April, 1965.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By A. W. Parsons
(Division Engineer)

By: L. R. Backlund
L. R. Backlund, Administrative Manager

USCOMM-DC 8120-P63

Oregon State Highway Department

Federal Aid Secondary
Project No. S-147(3)

STAYTON BRIDGE SECTION OF FAS 570

IN LINN AND MARION COUNTIES

(Revised estimate as a basis for modification of project agreement to include an overflow structure being built by price agreement at prices equivalent or less to the original bid prices. Based on low bid prices and agreed prices.)

Salem, Oregon, April 2, 1965

Type Code X080
Mill Race Bridge (Br. 5351A)(Sta. 20+06 to Sta. 21+10)(Contract No. 6529)

Remove Existing Mill Race Bridge and Provide for Traffic	All Required			$ 1,000.00
Shoring, Cribbing, etc.	All Required			500.00
Structural Excavation	60 cu.yds.	$	5.00	300.00
Structural Excavation Below Elevation Shown	10 cu.yds.		7.00	70.00
Furnish 14" Prestressed Piling	480 lin.ft.		8.00	3,840.00
Drive Prestressed Piling	16 only		190.00	3,040.00
Class "A" Concrete (92 cu.yds.)	All Required			6,900.00
3'x30' to 35' Prestressed Slabs	33 only		400.00	13,200.00
4'x30' to 35' Prestressed Slabs	6 only		470.00	2,820.00
Metal Reinforcement (16,200 lbs.)	All Required			2,000.00
Metal Parapet Railing	201 lin.ft.		5.00	1,005.00
				$34,675.00

Type Code X071
N. Santiam River Bridge (Br. 6419)(Sta. 28+50 to Sta. 36+50)(Contract No. 6529)

Remove Existing North Santiam River Bridge	All Required			$ 1.00
Shoring, Cribbing, etc.	All Required			51,239.00
Structural Excavation	1,050 cu.yds.	$	7.00	7,350.00
Structural Excavation Below Elevation Shown	100 cu.yds.		9.00	900.00
Furnish 10" BP 42# Steel Piling	220 lin.ft.		5.00	1,100.00
Drive Steel Piles	8 only		100.00	800.00
Splice Steel Piles	2 only		60.00	120.00
Seal Concrete	400 cu.yds.		35.00	14,000.00
Class "A" Concrete (1,368 cu.yds.)	All Required			102,600.00
80' to 85' Type IV Prestressed Beams	16 only		1,800.00	28,800.00
Metal Reinforcement (261,300 lbs.)	All Required			30,000.00
Structural Steel (625,000 lbs.)	All Required			156,300.00

Metal Parapet Railing	1,600	lin.ft.	$ 5.00	$ 8,000.00
8-inch Metal Drain Pipe, Unperforated	140	lin.ft.	4.00	560.00
1½-inch Electrical Conduit	900	lin.ft.	1.30	1,170.00
				$402,948.00

Type Code X080
Overflow Str. (#9433) (Sta. 43+70 to Sta. 44+72) (Price Agreement No. 1 - Contract No. 6529)

Structural Excavation	180	cu.yd.	$ 5.00	$ 900.00
Structural Excavation Below Elevation Shown	10	cu.yd.	7.00	70.00
Furnish 10 BP 42 Steel Pile	300	lin.ft.	5.00	1,500.00
Drive Steel Pile	10	only	80.00	800.00
Class "A" Concrete	145	cu.yd.	65.00	9,425.00
Metal Reinforcement	19,380	lbs.	0.12	2,325.60
Metal Parapet Railing	200	lin.ft.	5.00	1,000.00
3'x34' Prestressed Slabs	6	only	400.00	2,400.00
4'x34' Prestressed Slabs	24	only	470.00	11,280.00
Channel Change				
Clearing and Grubbing	All	Required		$ 1,500.00
General Excavation	2,500	cu.yds.	$ 0.60	1,500.00
				$ 32,700.60
			Subtotal	$470,323.60
			10% Engr. & Cont.	47,031.40
			Total	$517,355.00

Type Code 6202
Roadway (Sta. 18+70 to Sta. 54+00) (Contract No. 6529)

Clearing and Grubbing	All	Required		$ 5,000.00
Trench Excavation	12	cu.yds.	$ 5.00	60.00
Embankment in Place	28,500	cu.yds.	1.00	28,500.00
Finishing Roadbed and Slopes	All	Required		1,000.00
Stone Base	6,450	cu.yds.	3.40	21,930.00
3/4"-0 Material in Base	1,250	cu.yds.	4.00	5,000.00
Gravel Blanket	160	cu.yds.	3.00	480.00
Watering	200	M-gal.	3.00	600.00
RS-1 Asphalt	2,200	gal.	0.25	550.00
Class "B" Asphaltic Concrete	2,130	tons	8.00	17,040.00
Extra for Asphaltic Concrete Approaches	10	only	30.00	300.00

Loose Riprap	520 cu.yds.	$ 9.00	$ 4,680.00
12-inch Culvert Pipe	80 lin.ft.	4.50	360.00
36-inch Culvert Pipe	94 lin.ft.	20.00	1,880.00
36-inch Culvert End Section	2 only	175.00	350.00
Adjusting Inlets	1 only	175.00	175.00
Guard Rail	900 lin.ft.	4.00	3,600.00
Rail End Pieces	18 only	7.00	126.00
			$ 91,631.00
Flagging (5?½% of Contractor's Cost)	All Required		$ 1,500.00
	Subtotal		$ 93,131.00
	10% Engr. & Cont.		9,313.00
	Total		$102,444.00

Length of Roadway - - - - - - - - - - - -0.479 mile
Length of 3 Structures- - - - - - - - - -0.190 mile
Total Length- - - - - - - - - - - - - - -0.669 mile
Cost of Roadway per Mile- - - - - - - - -$213,870.56

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Structures	$517,355.00	$327,000.00	$ 95,177.50	$ 95,177.50
Roadway	102,444.00	64,900.00	18,772.00	18,772.00
	$619,799.00	$391,900.00	$113,949.50	$113,949.50

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint.: Chap. 529, laws 1939.

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
23-5	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 4		COUNTY Linn and Marion
		PROJECT NO. S-147(3)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI:

Co. Road Water Street, Stayton So. 0.7 Mi.
(Stayton Bridge Section)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	9-11-64	0.669
*OTHER *(Specify)*		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 583,829.00	$ 369,900.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

Oregon State Highway Department
(Official name of Highway Department)

By Floyd V. Shaw

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. K. Backlund
L. K. Backlund, Administrative Mgr.

Date executed by Division Engineer January 18, 1965

Oregon State Highway Department

Federal Aid Secondary
Project No. S-147(3)

STAYTON BRIDGE SECTION OF FAS 570

IN LINN AND MARION COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 31, 1964

Type Code X080
Mill Race Bridge (Br. 5351A)(Sta. 20+08 to Sta. 21+10)(Contract No. 6529)

Remove Existing Mill Race Bridge and Provide for Traffic	All Required		$ 1,000.00
Shoring, Cribbing, etc.	All Required		500.00
Structural Excavation	60 cu.yds.	$ 5.00	300.00
Structural Excavation Below Elevation Shown	10 cu.yds.	7.00	70.00
Furnish 14" Prestressed Piling	480 lin.ft.	8.00	3,840.00
Drive Prestressed Piling	16 only	190.00	3,040.00
Class "A" Concrete (92 cu.yds.)	All Required		6,900.00
3'x30' to 35' Prestressed Slabs	33 only	400.00	13,200.00
4'x30' to 35' Prestressed Slabs	6 only	470.00	2,820.00
Metal Reinforcement (16,200 lbs.)	All Required		2,000.00
Metal Parapet Railing	201 lin.ft.	5.00	1,005.00
			$34,675.00

Type Code X071
N. Santiam River Bridge (Br. 6419A)(Sta. 28+50 to Sta. 36+50)(Contract No. 6529)

Remove Existing North Santiam River Bridge	All Required		$ 1.00
Shoring, Cribbing, etc.	All Required		51,239.00
Structural Excavation	1,050 cu.yds.	$ 7.00	7,350.00
Structural Excavation Below Elevation Shown	100 cu.yds.	9.00	900.00
Furnish 10" BP 42# Steel Piling	220 lin.ft.	5.00	1,100.00
Drive Steel Piles	8 only	100.00	800.00
Splice Steel Piles	2 only	60.00	120.00
Seal Concrete	400 cu.yds.	35.00	14,000.00
Class "A" Concrete (1,368 cu.yds.)	All Required		102,600.00
80' to 85' Type IV Prestressed Beams	16 only	1,800.00	28,800.00
Metal Reinforcement (261,300 lbs.)	All Required		30,000.00
Structural Steel (625,000 lbs.)	All Required		156,308.00

Metal Parapet Railing	1,600 lin.ft.	$ 5.00	$ 8,000.00
8-inch Metal Drain Pipe, Unperforated	140 lin.ft.	4.00	560.00
1¢-inch Electrical Conduit	900 lin.ft.	1.30	1,170.00
			$402,948.00
	Subtotal		$437,623.00
	10% Engr. & Cont.		43,762.00
	Total		$481,385.00

Type Code 6202
Roadway (Sta. 18+70 to Sta. 54+00) (Contract No. 6529)

Clearing and Grubbing	All Required		$ 5,000.00
Trench Excavation	12 cu.yds.	$ 5.00	60.00
Embankment in Place	28,500 cu.yds.	1.00	28,500.00
Finishing Roadbed and Slopes	All Required		1,000.00
Stone Base	6,450 cu.yds.	3.40	21,930.00
3/4"-0 Material in Base	1,250 cu.yds.	4.00	5,000.00
Gravel Blanket	160 cu.yds.	3.00	480.00
Watering	200 M-gal.	3.00	600.00
SS-1 Asphalt	2,200 gal.	0.25	550.00
Class "B" Asphaltic Concrete	2,130 ton	8.00	17,040.00
Extra for Asphaltic Concrete Approaches	10 only	30.00	300.00
Loose Riprap	520 cu.yds.	9.00	4,680.00
12-inch Culvert Pipe	80 lin.ft.	4.50	360.00
36-inch Culvert Pipe	94 lin.ft.	20.00	1,880.00
36-inch Culvert End Section	2 only	175.00	350.00
Adjusting Inlets	1 only	175.00	175.00
Guard Rail	900 lin.ft.	4.00	3,600.00
Rail End Pieces	18 only	7.00	126.00
			$ 91,631.00
Flagging (57½ of Contractors' Cost)	All Required		$ 1,500.00
	Subtotal		$ 93,131.00
	10% Engr. & Cont.		9,313.00
	Total		$102,444.00

Length of Roadway - - - - - - - - - - - -0.498 miles
Length of 2 Structures- - - - - - - - - -0.171 miles
Total Length - - - - - - - - - - - - - - -0.669 miles
Cost of Roadway per Mile- - - - - - - - -$205,710.84

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Structures	$481,385.00	$305,000.00	$ 88,192.50	$ 88,192.50
Roadway	102,444.00	64,900.00	18,772.00	18,772.00
	$583,829.00	$369,900.00	$106,964.50	$106,964.50

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint.: Chap. 529, laws 1939.

RECEIVED
APR 6 - 1965
FOR FILING

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 2, 1965

In reply refer to: 08-35-EC

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project S-147(3), Stayton Bridge Section
Program Change

Returned herewith without our action are all copies of Price Agreement No. 1 and drawings furnished with Mr. Merchant's March 30 and 31, 1965 letters.

You have assumed the delegated responsibility for approval of such details under your Secondary Road Plan, except for program changes. It appears that such a change is involved in this instance. Please consult with your Office Engineering Section as to the manner in which program changes should be submitted to this office.

Attachments

orig to Equa. as
w/attachments
4-5-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

copy to Young 4-6-65

RECEIVED
MAR 29 1965
ENGINEER
COUNTY & CITY DIVISION

Ap 570
Linn Co

3-24-65

EASEMENT FOR CONSTRUCTION OF CHANNEL

KNOW ALL MEN BY THESE PRESENTS, That FRANCIS A. LULAY and LAURA JEAN LULAY, Husband and Wife, herein called Grantors, in consideration of One Dollar ($1.00) and other good and valuable consideration paid to Grantors by LINN COUNTY, OREGON, a municipal corporation, herein called Grantee, Grantors do hereby convey to Grantee, its agents and assigns, an easement to enter upon and to construct or improve, by excavation as necessary, a channel or waterway over, across and through a strip of land 100 feet in width, said strip being a portion of the premises lying in Section 15, Township 9 South, Range 1 West of the Willamette Meridian, Linn County, Oregon, conveyed to Grantors by deed recorded October 21, 1959, in Book 268, at Page 20, Linn County Deed Records, and said strip being more particularly described as follows, to-wit:

> A strip of land 100 feet in width, 50 feet each side of a center line described as follows: Beginning at a point 155 feet left of engineers center line station 43 plus 87 on the 1964 relocated Stayton-Scio County Road, thence S79°59' W 135 feet, thence S 71°09' W 50 feet, thence S 62°19' W 240 feet and ending at a point 235 feet right of engineers center line station 45 plus 46 on the above mentioned County Road. The above described parcel is partly within the previously acquired 40 foot right of way and 10 foot easement each side of roadway center line.

DATED this 24 day of March, 1965.

Francis A. Lulay
Laura Jean Lulay
Grantors

STATE OF OREGON)
) ss.
County of ~~Linn~~ MARION)

March 24, 1965.

Personally appeared the above named Francis A. Lulay and Laura Jean Lulay, Husband and Wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

George R. Duncan Jr.
Notary Public for Oregon
My Commission Expires: 9-20-69

RECEIVED
MAR 29 1965
ENGINEER
COUNTY & CITY DIVISION

Linn Co

24-65

EASEMENT FOR CONSTRUCTION OF CHANNEL

KNOW ALL MEN BY THESE PRESENTS, That FRANCIS A. LULAY and LAURA JEAN LULAY, Husband and Wife, herein called Grantors, in consideration of One Dollar ($1.00) and other good and valuable consideration paid to Grantors by LINN COUNTY, OREGON, a municipal corporation, herein called Grantee, Grantors do hereby convey to Grantee, its agents and assigns, an easement to enter upon and to construct or improve, by excavation as necessary, a channel or waterway over, across and through a strip of land 100 feet in width, said strip being a portion of the premises lying in Section 15, Township 9 South, Range 1 West of the Willamette Meridian, Linn County, Oregon, conveyed to Grantors by deed recorded October 21, 1959, in Book 268, at Page 20, Linn County Deed Records, and said strip being more particularly described as follows, to-wit:

> A strip of land 100 feet in width, 50 feet each side of a center line described as follows: Beginning at a point 155 feet left of engineers center line station 43 plus 87 on the 1964 relocated Stayton-Scio County Road, thence S79°59' W 135 feet, thence S 71°09' W 50 feet, thence S 62°19' W 240 feet and ending at a point 235 feet right of engineers center line station 45 plus 46 on the above mentioned County Road. The above described parcel is partly within the previously acquired 40 foot right of way and 10 foot easement each side of roadway center line.

DATED this 24 day of March, 1965.

Francis A Lulay
Laura Jean Lulay
Grantors

STATE OF OREGON)
) ss.
County of ~~Linn~~ MARION)

March 24, 1965.

Personally appeared the above named Francis A. Lulay and Laura Jean Lulay, Husband and Wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

George R. Duncan Jr.
Notary Public for Oregon
My Commission Expires: 9-20-64

FORM E-90 80M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 22, 1965

To:

Mr. H. S. Cox
County/City Engineer
O F F I C E

SUBJECT: North Santiam Overflow Bridge
Stayton Bridge Section
FAS 570
Linn County
Bridge No. 9433
Contract No. 6529

Attached are three prints each of Drawing Nos. 20699 through 20700 which are the details for the subject bridge.

It is planned to substitute this bridge for a 36" pipe which was constructed in the above-numbered contract.

Due to the affects of the high water it was determined that a bridge should be constructed here instead of the pipe.

Preliminary drawings have been sent to you with an estimate which you have passed on to Linn County; however, we have not heard from them regarding their approval. Will you please send two sets of these drawings to them requesting that they return one set of prints with their approval noted thereon.

It might be well to impress upon the County Court that time is of the essence and any possible expediting would be appreciated.

Theo. C. Roake
Assistant Bridge Engineer

TCR:mm
Attachment

RECEIVED
MAR 23 1965
ENGINEER
COUNTY & CITY DIVISION

Signed & Approved
Plan to Merchant
3-23-65
V. J.

Jas 570

FORM S-20 BOM 8-57—5552

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 2, 1965
Salem, Oregon

NOTED
H. S. COX

NOTED
DON HARWELL

SUBJECT: Stayton Bridge Section
Easement for channel change

To: Mr. Verne Jones
County City Division
Salem

NOTED
R. H. PRANGE

Following is the description of a parcel of land in Sec. 15, T9S, R1W, W.M., Linn County, Oregon. Said parcel is a portion of that property conveyed by that deed to F. A. and L. J. Lulay, recorded in Book 268, Page 20, of Linn County Records of Deeds.

A strip of land 100 feet in width, 50 feet each side of a center line described as follows: Beginning at a point 155 feet left of engineers center line station 43+87 on the 1964 relocated Stayton-Scio County Road, thence S 79° 59' W 135 feet, thence S 71° 09' W 50 feet, thence S 62° 19' W 240 feet and ending at a point 235 feet right of engineers center line station 45+46 on the above mentioned County Road. The above described parcel is partly within the previously acquired 40 foot right of way and 10 foot easement each side of roadway center line.

Attached is a sketch map of the parcel.

D. E. Beecroft
D. E. Beecroft
Res. Br. Engr.

TO Linn County
3-4-65
V.J.

NOTED
V. R.

NOTED
H. S. COX

NOTED
P. B. Arensmeier

February 23, 1965

NOTED
R. M. ALLISON

NOTED
DON HARWELL

Mr. Richard Dalke
Linn County Engineer
P. O. Box 100
Albany, Oregon 97321

NOTED
R. H. PRANGE

Re: North Santiam River Overflow Bridge
Stayton Bridge Section, FAS 570

Dear Sir:

Enclosed are two prints of the preliminary design for the above bridge which require the County's approval. If satisfactory, please have the Court sign as indicated and return one copy to this office. The enclosed estimate is at present an approximation of the price agreement which will be written to cover this construction.

As soon as the price agreement is written by the State and approved by the contractor, you will be notified of the amount.

Very truly yours,

H. S. Cox
County and City Engineer

by

Verne R. Jones
Planning Engineer

VRJ:eb
Encls.

NOTED
V. R. JONES

FAS 570
Linn Co

FORM E-20 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 17, 1965

NOTED
H. S. COX

RECEIVED
FEB 18 19..
ENGINEER
COUNTY & CITY DIVISION

NOTED
DON HARWELL

To:

Mr. H. S. Cox
County/City Engineer
O F F I C E

SUBJECT: North Santiam River Overflow Bridge
Stayton Bridge Section
FAS 570
Linn and Marion Counties

NOTED
R. M. ALLISON

Attention: Mr. Vern Jones

NOTED
R. H. PRANGE

Attached are three prints each of Drawing No. 20660 and the preliminary estimate sheet for the subject bridge.

Drawing No. 20660 shows the plan and elevation of the proposed structure along with the grade line and small vicinity map. This structure has been worked up to be used in lieu of the proposed culvert at the location which is at approximately 1000' South of the Stayton Bridge.

The estimate is based on the contract bid prices which are in force at the present time in this section of the roadway.

Will you please see that the Linn County Court receives copies of this print and estimate so that they may review it and return one print to us with their approval and/or comments noted thereon.

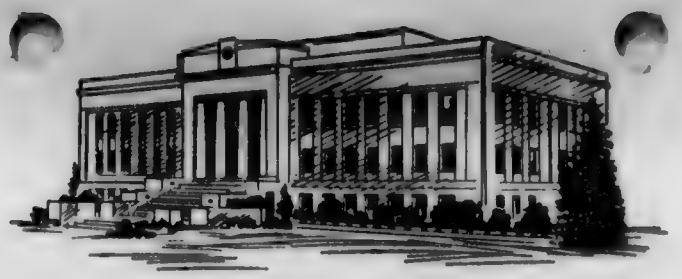
Theo. C. Roake
Assistant Bridge Engineer

TCR:mm
Attachment
cc: Mr. Ray Asburry

TO County
2-23-65
V.J.

NOTED
W. R. JONES

FLOYD D. JENKS
COMMISSIONER



BURL INGRAM
COMMISSIONER

RAY H. MADDY
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

NOTED
P. B. Arensmeier

FAS 570
Stayton Bridge Section

January 27, 1965

NOTED
DON HARWELL

Mr. Vern Jones
County-City Relations
State Highway Department
Salem, Oregon

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

Dear Mr. Jones:

This is a letter confirming our approval for the designing of a bridge, in lieu of, the proposed culvert, at a location approximately 1,000 feet South of the Stayton Bridge.

Sincerely,

NOTED
H. S. COX

Ray Maddy
LINN COUNTY JUDGE

Burl Ingram
LINN COUNTY COMMISSIONER

Floyd D. Jenks
LINN COUNTY COMMISSIONER

Copies to Div. II
Beecroft
Merchant

RECEIVED
JAN 29 1965
ENGINEER
COUNTY & CITY DIVISION

NOTED
V. R. JONES

RECEIVED
FEB 1 - 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 29, 1965

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Stayton Bridge
Contract No. 6529
Federal Aid Project No.
S-147(3)

Work was started on the above project on January 27, 1965.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

jm

cc: C.H. Nelson
L.H. Young
D.B. Parkes
F.A. Query

NOTED
FLOYD QUERY

Form A-120

OREGON STATE HIGHWAY DEPARTMENT

Project Authorization and Record of Work Orders

Section Stayton Bridge — Bridge No's. 5351A & 6419A
Highway S.First Avenue, FAS 570
County Linn and Marion
Kind of Work Structures, Grading and Paving
Contractor Lord Brothers Contractors Inc., 9233 N. Calvert Street, Portland, Oregon
Specified Work Days All work Completed by June 30, 1966

Contract No. 6529 (Br)
F. A. Project No. S-147(3)
Job Prefix 522-1022
Date of Award December 21, 1964
Division Engineer Ray Asburry
Resident Engineer Don Beecroft

CONSTRUCTION AUTHORIZATION

NOTED R. M. ALLISON

Contract amount		$ 529,254.00
Additional anticipated items:		
Flagging State Share	1,500.00	
Move Mail Boxes	50.00	
		1,550.00
Subtotal		$ 530,804.00
Contingencies (4½%)		23,886.18
Construction Engineering (8%)		42,464.32
Subtotal		$ 597,154.50
Credit for maintenance rock		
Total original construction authorization		$ 597,154.50

RECEIVED DEC 28 1964 ENGINEER COUNTY & CITY DIVISION

NOTED R. H. PRANCE

Authorization increases, approved by Commission:

	$
Total present construction authorization	$

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS

NOTED V. R. JONES

State Printing

(Continued on reverse side)

Linn

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 83457

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
12-21-64	CC 909		522-1022-297

NOTED
DON HARWELL

Linn County
Courthouse
Albany, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			58,900.00
Partial transfer of advance deposit for Stayton Bridge Section, FAS 570. Covered by agreement dated November 5, 1964.			40,900.00
To be retained			18,000.00

RECEIVED
DEC 24
EN
COUNTY & DIVISION

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received With Request: $ _____

By _____

NOTED
H. S. COX

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

December 11, 1964

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

On December 8, a satisfactory bid was received from Lord Brothers Contractors, Inc., of Portland, for constructing the Stayton Bridge Section of FAS 570. As per the agreement between State and County, an advance deposit is required from County prior to awarding of a contract. Enclosed is a statement showing Linn County's share of the project. Also enclosed are sheets showing the contractor's bid and a detail of Marion County's share.

Please make this advance deposit in the amount of $58,900 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

by

V. R. Jones
Planning Engineer

VRJ:mm
Att.

cc: Mr. Orvis Carnegie

NOTED
V. R. JONES

STAYTON BRIDGE SECTION, FAS 570, LINN & MARION COUNTIES

LINN COUNTY'S SHARE OF COST BASED ON BID
RECEIVED FROM LORD BROS., INC.

Fifty Per Cent of N. Santiam River Bridge No. 6419A $201,474.00

ROADWORK

Item	Quant.	Unit	Unit Price	Amount
Clearing & grubbing	60% of		$5,000.00	$ 3,000.00
Trench excavation	12	c.y.	5.00	60.00
Embankment in place	16,400	c.y.	1.00	16,400.00
Finishing roadbed & slopes	62% of		1,000.00	620.00
Stone base	4,350	c.y.	3.40	14,790.00
3/4"-0" material in base	850	c.y.	4.00	3,400.00
Gravel blanket	160	c.y.	3.00	480.00
Watering	130	M/gal.	3.00	390.00
SS-1 asphalt in watering	1,500	gal.	0.25	375.00
Class B asphaltic concrete	1,390	tons	8.00	11,120.00
Extra for asph. conc. approaches	5	only	30.00	150.00
Loose riprap	520	c.y.	9.00	4,680.00
12" culvert pipe	80	l.f.	4.50	360.00
36" culvert pipe	94	l.f.	20.00	1,880.00
36" culvert end section	2	only	175.00	350.00
Adjusting inlets	1	only	175.00	175.00
Guard rail	330	l.f.	4.00	1,320.00
Rail end pieces	4	only	7.00	28.00
				59,578.00
Flagging, 65% of $1,500.00				975.00
Move Mail Boxes, 50% of $50.00				25.00
				$262,052.00
12-1/2% Engineering & Contingencies				32,756.50
Total, Linn County Project				$294,808.50

Linn County's Share of Cost: 20% of $294,808.50 = $58,961.70 or say $58,900.00

VRJ:mm
12/11/64

Marion

OREGON STATE HIGHWAY DEPARTMENT

HIGHWAY DEPARTMENT INVOICE

NO. 83458

FORM A-150 (3-64)

DATE	BILLING REQ. NO.	YOUR ORDER NO.
12-21-64	CC 910	

CREDIT DISTRIBUTION

522-1022-297

NOTED
DON HARWELL

NOTED
P. B. Arensmeier

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

RECEIVED
DEC 22 1964
ENGINEER
COUNTY & CITY DIVISION

- Marion County
- Courthouse
- Salem, Oregon

Attn: Board of County Commissioners

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance Deposit			60,500.00
Partial transfer of advance deposit for Stayton Bridge Section, Fas 570. Covered by agreement dated November 10, 1964.			10,500.00
			20,000.00
To be refained			

NOTED
R. H. PRANGE

NOTED
R. M. ALLISON

NOTED
H. S. COX

NOTED
V. E. JONES

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $ .....

By .....

NOTED
H. S. COX

NOTED
P. B. Arensmeier

December 11, 1964

Marion County Board of Commissioners
Courthouse
Salem, Oregon

NOTED
R. H. PRANGE

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

Gentlemen:

On December 8, a satisfactory bid was received from Lord Brothers Contractors, Inc., of Portland, for constructing the Stayton Bridge Section of FAS 570. As per the agreement between State and County, an advance deposit is required from County prior to awarding of a contract. Enclosed is a statement showing Marion County's share of the project. Also enclosed are sheets showing the contractor's bid and a detail of Linn County's share.

Please make this advance deposit in the amount of $60,500 payable by check or warrant to the Oregon State Highway Commission and forward same to this office.

Very truly yours,

H. S. Cox
County and City Engineer

By

V. R. Jones
Planning Engineer

VRJ:mm
Encl.

cc: Mr. John A. Anderson

NOTED
V. R. JONES

STAYTON BRIDGE SECTION, FAS 570, MARION & LINN COUNTIES

NOTED
P. B. Arensmeier

MARION COUNTY'S SHARE OF COST BASED ON BID
RECEIVED FROM LORD BROS., INC.

Mill Race Bridge No. 5351A	$ 34,675.00
Fifty Per Cent of N. Santiam River Bridge No. 6419A	201,474.00

ROADWORK Item	Quant.	Unit	Unit Price	Amount
Clearing & grubbing	40% of		$5,000.00	$ 2,000.00
Trench excavation	--	--	--	--
Embankment in place	12,100	c.y.	1.00	12,100.00
Finishing roadbed & slopes	38% of		1,000.00	380.00
Stone base	2,100	c.y.	3.40	7,140.00
3/4"-0" material in base	400	c.y.	4.00	1,600.00
Gravel blanket	--	--	--	--
Watering	70	M/gal.	3.00	210.00
SS-1 asphalt in watering	700	gal.	0.25	175.00
Class B asphaltic concrete	740	tons	8.00	5,920.00
Extra for asph. concrete approaches	5	only	30.00	150.00
Loose riprap	--	--	--	--
12" culvert pipe	--	--	--	--
36" culvert pipe	--	--	--	--
36" culvert end sections	--	--	--	--
Adjusting inlets	--	--	--	--
Guard Rail	570	l.f.	4.00	2,280.00
Rail end pieces	14	only	7.00	98.00
				32,053.00
Flagging, 35% of $1,500.00				525.00
Move Mail Boxes, 50% of $50.00				25.00
				$268,752.00
12-1/2% Engineering & Contingencies				33,594.00
Total, Marion County Project				$302,346.00

Marion County's share of cost: 20% of $302,346.00 = $60,469.20 or say $60,500.00

VRJ:mm
12/11/64

S-1117(3)
6529

December 21, 1964

Lord Bros. Contractors, Inc.
9233 N. Calvert Avenue
Portland 17, Oregon

Gentlemen:

The State Highway Commission on December 15, 1964, accepted your proposal for structures, grading and paving on the Stayton Bridge Section at Stayton in Linn and Marion Counties for the sum of $529,254.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6529.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

RECEIVED
NOV 13 1964
FOR FILING

MISC. CONTRACTS and AGREEMENTS No. 2759

Salem, Oregon
November 12, 1964

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

FAS-C Construction Agreement
Stayton Bridge Section
FAS 570, S-147(3)
Marion County

Attached is a partially signed copy of FAS-C Construction Agreement with Marion County covering the Stayton Bridge Section of FAS 570 in Marion County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Marion County.

Secretary

rn
Attach: 1

MISC. CONTRACTS and AGREEM... No. 2752

RECEIVED
NOV 6 - 1964

FILE
S-147(3)
GSA

Salem, Oregon
November 6, 1964

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

FAS-C Construction-Finance Agreement
Stayton Bridge Section
Stayton-Scio Road
FAS 570, S-147(3)
Linn County

Attached is a partially signed copy of FAS-C Construction-Finance Agreement with Linn County covering the Stayton Bridge Section on Stayton-Scio Road on FAS 570 in Linn County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Linn County.

Secretary

rn
Attach: 1

NOTED
R. H. PRANGE

October 30, 1964

NOTED
H. S. COX

NOTED
V. R. JONES

NOTED
DON HARWELL

Linn County Court
Courthouse
Albany, Oregon

NOTED
P. B. Arenzmeier

NOTED
R. M. ALLISON

Gentlemen:

Enclosed are two copies of an agreement in connection with the Stayton Bridge Section of FAS 570.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to awarding of a contract. The low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies to this office. After certification by the Highway Commission secretary, a fully executed copy of the agreement will be returned for the County's records. It would be appreciated if the signed agreements could arrive in Salem not later than November 16, 1964.

It is presently planned to accept bids on this project at the December 8 letting. Estimate for Linn County's share of the project is $317,050. Please keep this estimate confidential.

Very truly yours,

H. S. Cox
County and City Engineer

by

Verne R. Jones
Planning Engineer

VRJ:eb
Encl.

cc: Orris Carnegie

V. R. JONES
NOTED

October 29, 1964

NOTED
H. S. COX

NOTED
R. M. ALLISON

NOTED
DON HARWELL

Marion County Board of Commissioners
Courthouse
Salem, Oregon

NOTED
R. H. PRANGE

NOTED
P. B. Arensmeier

Gentlemen:

Enclosed are two copies of an agreement in connection with the Stayton Bridge Section of FAS 570.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to awarding of a contract. The low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit.

If satisfactory, please sign, have the county clerk attest with seal, and return both signed copies to this office. After certification by the Highway Commission secretary, a fully executed copy of the agreement will be returned for the County's records. It would be appreciated if the signed agreements could arrive in Salem not later than November 16, 1964.

It is presently planned to accept bids on this project at the December 8 letting. The estimate for Marion County's share of this project is $325,850. Please keep this estimate confidential.

Very truly yours,

K. S. Cox
County and City Engineer

by

Verne R. Jones
Planning Engineer

VRJ:eb
Encl.

NOTED
V. R. JONES

NOTED
R. H. PRANGE

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County and City Relations Division

NOTED
P. B. Arensmeier

NOTED
R. M. ALLISON

Subject: Federal Aid Project No. _____

Highway No. FAS 570

Project Name Stayton Bridge Section

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

*2. ~~We hereby certify that there has been no displacement of persons from residences, farms, or businesses~~.

*3. We hereby certify that all displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.

Dated at Albany, Oregon, this 23rd day of Oct., 1964

Linn County Court

Roy Maddy
Judge

Floyd D Jenks
Commissioner

Burl Bryson
Commissioner

RECEIVED
OCT 26 1964
ENGINEER
COUNTY & CITY DIVISION

*NOTE: Certify either paragraph 2 or 3.

Highway STAYTON-SCIO ROAD (FAS 570) 10-16-64

Section STAYTON BRIDGE SECTION

NOTED
DON HARWELL

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes ☐ No ☒

If answer is yes, please list organizations:

NOTED
R. H. PRANGE

Linn County Court

10-16-64
(date)

By _____

By Floyd D. Jenks
Commissioner

By Burl C. Ingram
Commissioner

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OCT 19 1964
ENGINEER
COUNTY & CITY DIVISION

Copy to Young 10-19-64
Si

10-9-64

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OCT 12 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
P. B. Arensmeier

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County and City Relations Division

Subject: Federal Aid Project No. S-147 (3)

Highway No. FAS

Project Name Stayton Bridge Section

NOTED
R. M. ALLISON

NOTED
R. H. PRANGE

NOTED
DON HARWELL

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

*2. ~~We hereby certify that there has been no displacement of persons from residences, farms, or businesses.~~

*3. We hereby certify that all displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.

Dated at Salem, Oregon, this 9th day of October, 1964.

MARION County by its
Board of County Commissioners

Pat McCarthy
Chairman

Henry Ahrens
Commissioner

Roy Hurley
Commissioner

NOTED
H. S. COX

*Certify either paragraph 2 or 3.

NOTED
V. R. [illegible]

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

REVISED

Section STAYTON BRIDGE Highway F.A.S. 570 County MARION & LINN Prefix 52A-1495

Res. Engr. A. DeCoy Approx. Length 0.7 Miles. Sta. 18+70± to Sta. 56+00± Date 8-11-64

Truck A.D.T. 206 Traffic Coefficient 8.8 18 kip s.a. per day 144.4.

Annual Precipitation 52"± Frost Penetration - - - -.

(1)

Typical Soil	
25	LL
6	PI
62	%P 10
24	%P200
38	%Gravel
21	%C Sand
17	%F Sand
19	%Silt
5	%Clay
36	"R" Value (Corrected)

AASHO CLASSIFICATION:
A-1-b (0)

MATERIAL SOURCES:
To be determined by the Engineer.

1½" of A.C.
2" of A.C.
2" of 3/4"-0 level course (incl binder)
11" of crushed base.
(1) Gravelly Silty Sand

CBR Total Req.	Credit	Actual Thick.	
	7	3½	AC
	2	2	Level
	11	11	Gr Base
20	20	16½	

8-11-64

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

Submitted by H W Garbrough Staff Assistant Recommended by _____ Engineer of Materials

Recommended by _____ Asst. Construction Engineer approved by _____ Asst. State Highway Engineer

SECTION: STAYTON BRIDGE

HIGHWAY: F.A.S. 570

COUNTY: MARION AND LINN

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 1900 (Total)

B. Future ADT 3600 (Total)

C. Mean ADT 2750 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 15 (ADT Basis)(Logging)

G. Trucks (in one direction) $\frac{F}{2}$= 7.5% x (C) 2750 = 206

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 206 x (H) 100 % = 206

AASHO COMPARISON

Autos in design lane=2750-2=1375-206=1169x0.0002
=0.2 - - - -0.2
206x0.700=144.2
144.4=18 kip single axles per day

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.664

= 8.8

D=36, S=5.7, P_t=2.5
SN=2.8-0.14
= 20.0 Crushed Base Equivalent

SECTION: STAYTON BRIDGE

HIGHWAY: F.A.S. 570

COUNTY: MARION AND LINN

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made - See item 12 and remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Not a consideration
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Not a consideration
10. Stimulation of Competition: Not a consideration
11. Construction Consideration: No special problems
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Counties preference is for asphaltic concrete.
13. Traffic Safety: No unusual problems
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Not a problem

CONCLUSION AND REMARKS:

No cost comparison made as this is a short section and moving and setting up costs for rigid type pavement equipment would be quite high.

file - Fas 570
Linn & Marion

Date: July 3, 1964

MEMO TO J. W. NASH

FAS 570, LINN & MARION COUNTIES STAYTON BRIDGE SECTION

NOTED
DON HARWELL

TERMINI: From Water Street in Stayton to a point 0.4 mile south of the Marion-Linn County line on FAS 570.

NOTED
P. B. Arensmeier

PROPOSED WORK: Grade and pave 0.42 mile; construct one 102' RCDG bridge and one 800' steel beam girder bridge.

NOTED
R. H. PRANGE

PROJECT LENGTH: 0.67 mile.

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$790,000	$474,000	$158,000	$158,000 (~~County~~) (Counties)

EXISTING FACILITIES: City street in Stayton 18' bituminous surface, 3' shldrs., uncurbed. In Linn County, 20' bituminous surface, 6' shldrs. The bridge in Marion Co. over the mill race is a pile trestle 113' long and 21' 4" wide. It is too narrow for the proposed roadway on the project. The bridge over N. Santiam River is 1017' long and 16' wide. Only one-way traffic is permitted. A 114' long pile trestle bridge 21' 2" wide at an overflow channel in Linn Co. will be replaced with a pipe culvert on improved alignment.

ADJACENT SECTIONS:
NORTH/[redacted]END: 18' bituminous surface, 3' shoulders.

NOTED
R. M. ALLISON

SOUTH/W[redacted]END: 20' bituminous surface, 6' shoulders.

PROJECT DATA: Grade on improved alignment and pave with asphaltic concrete for two 12' lanes with 8' paved shoulders. Alignment is tangent and maximum grade -2.2%. An RCDG bridge 102' long and 30' wide will be constructed over the mill race and an 800' long steel beam and concrete deck girder structure 30' in width will be built over the North Santiam River.

RIGHT OF WAY: Minimum 60'.
ACCESS CONTROL: None.

RR XING: None.
MINIMUM DESIGN STANDARDS: No exceptions.

SYSTEM ACTION: None required.
PUBLIC HEARING: Held December 18, 1963.

UNUSUAL OR COMPLICATED SITUATIONS: Cost of the Santiam Bridge will be shared equally by Linn and Marion Counties from FAS funds, and the cost of the remaining work [redacted] will be charged to the county in which it lies and it will also be covered with FAS funds.

ROUTE DATA: See S-147(1).

NOTED
V R [illegible]

VRJ:ms

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APR 21 1964
FOR FILING

4-16-64

Prefix No. 524-1495

ADDENDUM "B" TO LOCATION PROSPECTUS
STAYTON BRIDGE SECTION
FAS HIGHWAY 570
MARION AND LINN COUNTIES

The following addendum is submitted to correct and revise the original prospectus on the subject section of FAS 570.

PARAGRAPH 1 THROUGH 2: Correct as per original prospectus.

PARAGRAPH 3: First sentence, change the direction "east" to "west".

PARAGRAPH 4: Second sentence, change the shoulder width from "4-foot" to "8-foot". Fourth sentence, correct as per Addendum "A". Last sentence, change to read: "Deviations from State Standards are not anticipated."

PARAGRAPH 5 THROUGH 10: Correct as per original prospectus.

ATTACHMENT: Remove and destroy and replace with the attachment from this addendum.

April 16, 1964
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
R. L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

NOTED
R. L. PORTER

NOTED
FORREST COOPER

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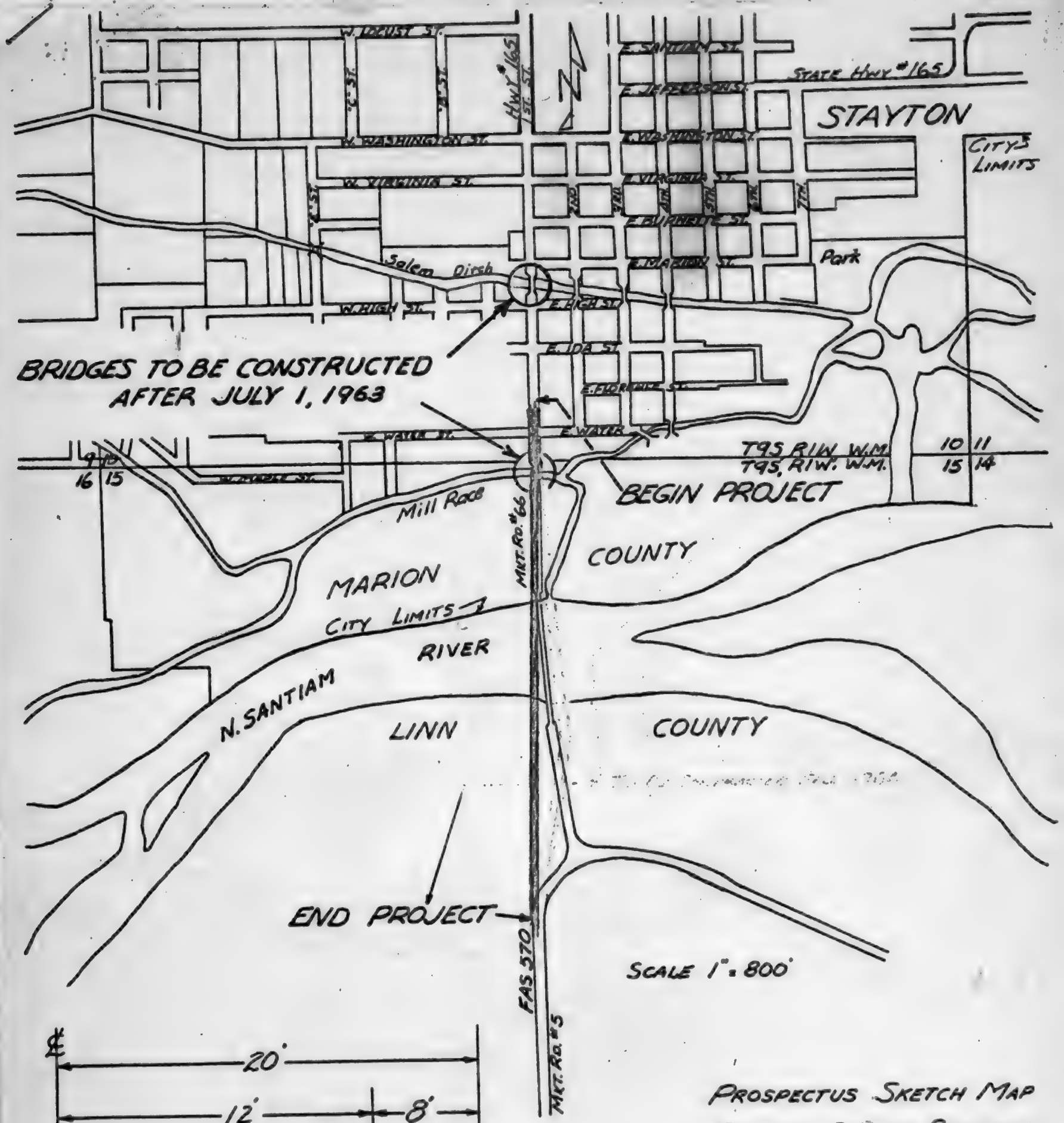
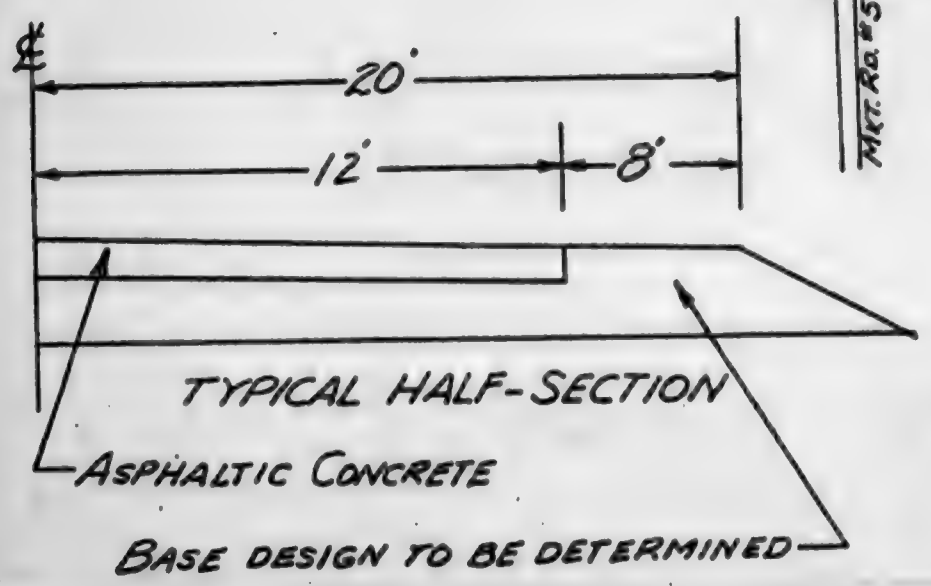
APR 17 1964
OFFICE
STATE HIGHWAY E





PROSPECTUS SKETCH MAP
STAYTON BRIDGE SECTION
FAS HIGHWAY 570
MARKET ROAD No. 66 MARION COUNTY
MARKET ROAD No. 5 LINN COUNTY
ARTHUR DUFFY SR. RES. ENGR.
JANUARY 1963

FORM E-20 SOM 9-63 49807

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MAR 24 1964
ENGINEER
COUNTY & CITY DIVISION

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1964

SUBJECT: OPTIONS
N. E. Marion St.-Kingston Road
Stayton-Scio County Road
Marion County

To: Mr. H. S. Cox
County & City Engineer
Highway Building

NOTED
DON HARWELL

Attached you will find 8 original option forms in quadruplet covering right of way to be acquired in connection with N. E. Marion Street-Kingston Road Section of the Stayton-Scio County Road in Marion County.

Please return a signed or conformed copy of each option to the State Highway Department so that we may inform the Engineers of the conditions, if any, on each transaction.

We are forwarding under separate cover 4 prints of map No. 8B-29-19 covering this area and bearing our date of March 17, 1964.

	File No.	Name	Area	
Marion	36689-A	T. G. Freres	0.05 Acre	
	36689-B	Harry Humphreys, et ux	0.08 "	
	36689-C	Veva Abbie Bennett	1,100 sq. ft.	P 1
			300 " "	P 2
	36689-D	Bessie E. Shelton, et vir	2,730 " "	P 1
			720 " "	P 2
	36689-E	C. H. Darley, et ux	0.88 Acre	P 1
			0.18 "	P 2
Linn	36889-F	Francis A. Lulay, et ux	1.92 "	P 1
			0.24 "	P 2
			0.23 "	P 3
			0.05 "	P 4
	36689-G	Frances M. Kelley	0.03 "	
	36689-H	Al Adams, et ux	0.03 "	

See 1½ fence &c

AC:jm
enc. 8 Options

cc: R. D. Asburry
E. J. Benner

EFS

EARL F. SALING
Right of Way Office Manager

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section MILL RACE AND STATION ENTRANCE Highway F.A.S. 279 County MARION AND LINN - Lille Profile 52+.1895
Proj. Engr. J. Duffy Approx. Length of Project 0.7 Miles. Date 18+70± to Sta. 37+00± Date 3-10-64

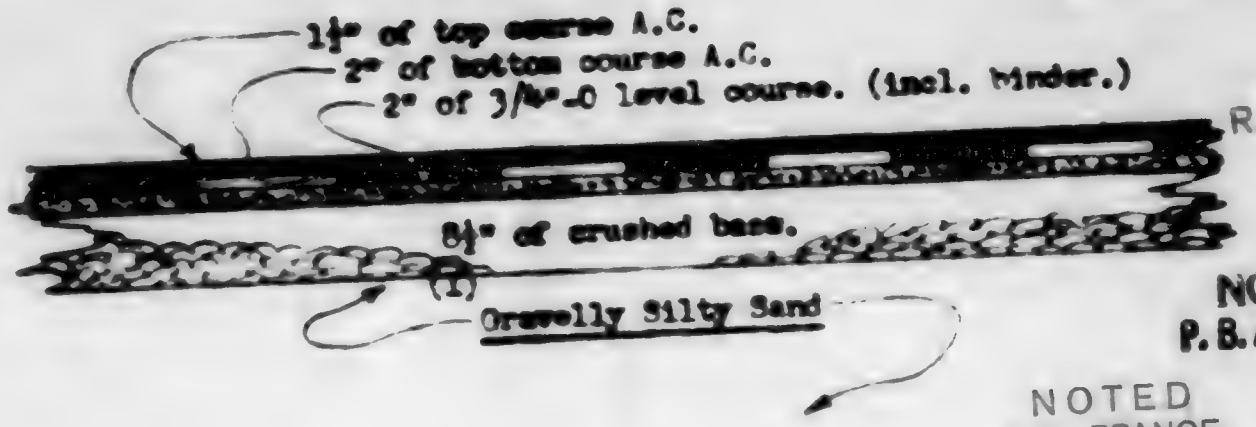
TYPICAL SECTIONS Traffic Classif. - HEAVY

NOTED
DON HARWELL

NOTED
R. M. ALLISON

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE



(1)
Typical Soil
25 LL
0 PI
62 % P10
24 % P200
38 % Gravel
21 % C Sand
17 % F Sand
19 % Silt
5 % Clay
36 "n" Value
(Corrected)
AASHO CLASSIF. - A-1-b (0)

NOTED
W. B. Kost

Required Base & Surf. Crushed	Required Base & Surf. Not Crushed	Designed Base & Surf. Bituminous Mix	Designed Base & Surf. Rock	
			3½	AC
			2	Level
			8½	Cr Base
14			14	

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MAR 13 1964
ENGINEER
COUNTY & CITY ENGINEER

NOTED

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted by [signature] Asst. Construction Engineer
Recommended by [signature] State Highway Engineer
Recommended by [signature] Engineer of Materials
Approved by [signature] State Highway Engineer

cc B.P.R.
State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

3c. - City (3)

PAVEMENT TYPE SELECTION

WILL BACK IN GRAYTON DRIVE
F.A.S. 570
MARION AND LINN COUNTIES

Principal Factors Governing Selection

1. **Traffic Classification:** HEAVY — Present ADT 1800 — 1989 ADT 3000 — % Heavy Vehicles 10
   (NOTE: Increase classification one step for heavy logging use)
2. **Soils Characteristics:** See design chart attached
3. **Weather:** Frost Penetration _____ Precipitation Annual 52"+
4. **Performance of Similar Pavements in Area:** Good X Fair _____ Poor _____
   Remarks: when constructed to present CSHD surfacing thickness standards
5. **Cost Comparisons:** Not appropriate due to other factors

Secondary Factors Governing Selection

6. **Adjacent Existing Pavements:** A.C. or Oil
7. **Stage Construction:** No problem
8. **Depressed, Surface, or Elevated Design:** Surface
9. **Conservation of Aggregates:** No problem
10. **Stimulation of Competition:** Not appropriate
11. **Construction Consideration:** No problem
12. **Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry:** Counties prefer A.C. wearing surface
13. **Traffic Safety:** No problem
14. **Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes:** No problem

CONCLUSION AND REMARKS:

Due to items 4, 6, and 12, an A.C. wearing surface has been selected.

Form A-128

OREGON STATE HIGHWAY DEPARTMENT

Project Authorization and Record of Work Orders

Section Stayton Bridge Bridge No. 5352A
Highway FAS 570 (South 1st Avenue, Stayton)
County Marion
Kind of Work Salem Ditch Bridge
Contractor Johnston and Meloy, P. O. Box 3196 Salem, Oregon
Specified Work Days 60

NOTED U. S. COX

Contract No. 6387
F. A. Project No. S-147(2)
Job Prefix 524-1061
Date of Award February 10, 1964
Division Engineer Ray Asburry
Resident Engineer Don Beecroft

CONSTRUCTION AUTHORIZATION

Contract amount	$ 11,218.16
Additional anticipated items:	
NONE	$
Subtotal	$ 11,218.16
Contingencies (4½%)	504.82
Construction Engineering (8%)	897.45
Subtotal	$ 12,620.43
Credit for maintenance rock	
Total original construction authorization	$ 12,620.43

NOTED P. B. Aransmeier
NOTED R. M. ALLISON
NOTED DON MARVELL
NOTED R. H. PRANGE

Authorization increases, approved by Commission:

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NOTED V. R. JONES

Total present construction authorization $

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS

State Printing

(Continued on reverse side)

524-1495

FORM E-30X—50M—12-60 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
R. M. ALLISON

Salem, Oregon
February 11, 1964

To: Mr. F. D. Morgan
Construction Engineer
Department

SUBJECT: Stayton Bridge Section
Stayton-Scio Road
FAS No. 570
Linn & Marion Co's

Attention: Mr. D. J. Barbee

NOTED
P. B. Arensmeier

NOTED
R. H. FRANCE

Herewith the data as listed on the accompanying letter from the Resident Engineer on the subject project. After you have checked this data, will you please forward the appropriate data to the Bridge Department so that they can design the bridge.

You will note in the Engineer's Report (Resident Engineer), also in the estimate, a binder course is provided for. It is the recommendation of this office that this binder course be eliminated and SS-1 emulsified asphalt be used in the sprinkling water for the 3/4" - 0 leveling course.

Specifications will be prepared by this office and forwarded to you as soon as time permits.

R. D. Asbury
R. D. Asbury
Division Engineer

RDA:AM
cc Mr. Ivan Merchant
Mr. H. S. Cox

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FEB 13 1964
ENGINEER
COUNTY & CITY DIVISION

NOTED
V. R. JONES

524-1475

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

P.O. Box 30, Salem, Oregon
January 20, 1964

To: Mr. R.D. Asburry
Division Engineer
D e p a r t m e n t

SUBJECT: Stayton Bridge Section
FAS Highway 570
Marion & Linn Counties

Herewith the following data supporting the sublect survey:

1. Location Engineer's Statement (2 copies)
2. 1" = 50' Detail Map (hard copy)
3. Assessor's Maps (1-roll)
4. Ownership survey prints (1 - roll)
5. Property Deeds (photostats)
6. Plan & Profile (or tracing paper)
7. Vicinity Map for bridge design (North Santiam River)
   Vicinity map for Mill Race bridge Submitted 11/4/63
8. One roll Platted Cross Sections
9. " " Sketch and Gross Sections for Road Connection at Station 45+65
10. Book No. 1 Field Notes Quantity
11. Book No. 2 - Coordinates, Grades and ~~County~~ Calculations
12. Cost Estimate (3 copies)
13. Engineer's Report (3-copies)

AD:ad

NOTED
GERALD WIMER

Arthur Duffy
Resident Engineer

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JAN 22 1964
ENGINEER
DIV. SHOP NO. 2

NOTED
R. D. ASBURRY

NOTED
J. G. CANFIELD

Form cc-13 (1954 Rev.)

1-21-64

RECEIVED
JAN 28 1964
ENGINEER
COUNTY CITY DIVISION

R E S O L U T I O N

WHEREAS, Federal Aid Secondary Highway No. 570 of the State of Oregon, known as the Scio-Stayton County Road, is routed through the City of Stayton, Marion County, Oregon, a municipal corporation and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues of said city; to wit:

South 1st Avenue from the south city limits of Stayton to Washington Street which is the northerly end of FAS 570.

AND, WHEREAS, the State Highway Commission of the State of oregon is desirous of receiving Federal Aid for the improvement of said highway,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said highway until and unless the said City of Stayton will guarantee by resolution officially adopted by the City Council of said City that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Stayton, Marion County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by Federal Aid Secondary Highway No. 570 of the State of Oregon, known as the Scio-Stayton County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Stayton, Marion County, Oregon, this 21st day of January, 1964.

Attest:

Marjorie E. Kerr
City Recorder

W. W. Coulbreath
Mayor

COMMISSIONERS
REX HARTLEY - CHAIRMAN
HENRY AHRENS
PAT McCARTHY
EXECUTIVE SECRETARY
BRUCE PROSSER

MARION COUNTY
BOARD OF COMMISSIONERS
COURTHOUSE
SALEM, OREGON

PHONE 364-4401

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. M. ALLISON

December 27
1 9 6 3

NOTED
R. H. PRANGE

Mr. H. S. Cox
County-City Relations
State Highway Department
Salem, Oregon

Dear Mr. Cox:

After reviewing the preliminary plans for the Stayton Bridge project on the Stayton-Scio road in the City of Stayton, we would recommend that the roadway section of the bridges be 30 feet wide, rather than 32 feet, and that the roadway from Water Street to the main Santiam bridge be two 12-foot lanes with 8-foot paved shoulders.

Very truly yours,

MARION COUNTY BOARD OF COMMISSIONERS

By Rex Hartley
Chairman

By Henry Ahrens
Commissioner

By _____
Commissioner

NOTED
V R JONES

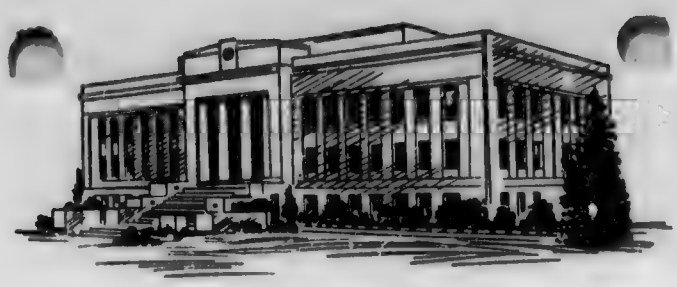
RECEIVED
DEC 30 1963
ENGINEER
COUNTY & CITY DIVISION

Copies to FD Morgan
Frank Hall
Kay Asburry
Ivan Merchant
JE Merelick.

12-30-63

FAS 570

FLOYD D. JENKS
COMMISSIONER



RAY H. MADDY
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

BURL INGRAM
COMMISSIONER

NOTED
P. B. Aronsmeier

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. M. ALLISON

December 20, 1963

Oregon State Highway Dept.
County-City Relations
Salem, Oregon

NOTED
R. H. PRANGE

Attention: Mr. Cox

Dear Sirs:

After reviewing the preliminary plans of the proposed Stayton Bridge, Linn County is desirous that the following two points be made:

1. The roadway width of the bridge proper be maintained at 30 feet as originally discussed and not widened to 32 feet as now contemplated.

2. The shoulders on the Linn County end be changed from 4 feet in width to 8 feet on each side with a 24 foot paved surface (making a total grade width of 40 feet).

Very truly yours,

Ray Maddy
LINN COUNTY JUDGE

Floyd D. Jenks
LINN COUNTY COMMISSIONER

Burl Ingram
LINN COUNTY COMMISSIONER

RECEIVED
DEC 26 1963
ENGINEER
COUNTY & CITY DIVISION

Copies to FD. Morgan
Frank Hall
Ray Asburry
Ivan Merchant
J.E. Merelock

12-30-63 Ltr. C.

NOTED
V R ICHES

524-1.05

FORM E-30X 50M 2-63 49608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

NOTED
H. S. COX

Salem, Oregon
September 30, 1963

SUBJECT: Salem Ditch Bridge and Mill Race Units of the Stayton Bridge Section Marion and Linn County FAS Project

To: Mr. F. D. Morgan
Construction Engineer
Department

Attention: Mr. D. J. Barbee

NOTED
DON HARWELL

NOTED
R. H. PRANGE

Herewith vicinity maps on the Salem Ditch Bridge and the Mill Race Bridge in the City of Stayton on the subject project.

NOTED
R. M. ALLISON

On the Salem Ditch Bridge, it is my understanding that this street can be closed for traffic during the construction of the bridge. This vicinity map shows an "L" centerline together with a construction centerline. It is the plan of the County to sometime in the future widen this road, all widening to be done on the westerly side. At the present time a bridge is to be constructed to satisfy the existing facility in such a manner that when the street is widened the bridge can also be widened.

The vicinity map for the Mill Race Bridge is not complete in that the grade line is tentative only and may be changed when the grade line for the river bridge is established. This bridge is to be constructed on the revised centerline. Traffic will have to be maintained along this street during construction of the bridge. If it is not possible to construct the bridge half at a time or some other such method to keep at least one-way traffic through the area, a detour will have to be constructed. A note on this vicinity map states that the approaches are to be constructed under the contract for the river bridge. Due to the time element in the scheduling of the two bridges, I do not think this advisable. Believe that approaches should be built to this bridge so that it can be used from the time it is completed until the river bridge is contracted, which probably will be next fall.

Will you please forward these vicinity maps to the Bridge Department so that they can start working on the design for these bridges.

R. D. Asburry
R. D. Asburry
Division Engineer

RECEIVED
OCT 1 1963
ENGINEER
COUNTY & CITY DIVISION

RDA:AM
cc Mr. Ivan Merchant
Mr. H. S. Cox

ORRIS A. CARNEGIE
COUNTY SURVEYOR

OFFICE OF SURVEYOR
LINN COUNTY -- ALBANY, OREGON
PHONE WA 6-1859

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

NOTED
V. R. JONES

June 21, 1963

FAS 570

RECEIVED
JUN 24 1963
ENGINEER
COUNTY & CITY DIVISION

County-City Relations
Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. Jones

Dear Mr. Jones:

We have talked to Mr. Francis Lulay of the North Santiam Sand and Gravel Company in regards to the proposed alignment of the Stayton bridge. He has indicated, by letter, that he is agreeable to the moving of the office building and has granted access for any surveying and test boring necessary.

Very truly yours,

Orris A Carnegie

Orris A. Carnegie
LINN COUNTY SURVEYOR

encl:

OAC:mb

Copies to Merchant
Asburry
Marion Co.
" " Lulay from Lindsay, 6/27/63

June 20, 1963

Linn County Court
Albany, Ore.

Gentlemen:

This is to certify that I, Francis A.Lulay am agreeable to the moving of the office building to a suitable site for the operation of the North Santiam Sand & Gravel, and will grant access to the Oregon State Highway Dept. for right of way survey and test boring.

Yours very truly,

Francis A. Lulay

Francis A.Lulay

RECEIVED
FEB 26 1963
FOR FILING

2.1-63

ADDENDUM "A" TO LOCATION PROSPECTUS
STAYTON BRIDGE SECTION
FAS HIGHWAY 570
MARION AND LINN COUNTIES
PREFIX NO. 524-1495

The following addendum is submitted to correct and revise the above-mentioned section of FAS 570:

PARAGRAPHS 1 THROUGH 3: Correct as per original prospectus.

PARAGRAPH 4: Delete the fourth sentence and replace with the following: "The North Santiam River Bridge will have a 5-foot sidewalk on the easterly or upstream side of the structure."

PARAGRAPHS 5 THROUGH 10: Correct as per original prospectus.

ATTACHMENT: Correct as per original prospectus.

February 21, 1963

cc: Forrest Cooper
R. L. Porter (2)
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
G. K. Attig
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
Carl Plog
Research Division
Fred Sugnet (2)
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young
O. C. Turner
I. A. DeFrance

NOTED
R.L PORTER

RECEIVED
FEB 25 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 25 1963
FOR FILING

NOTED
R. L PORTER

LOCATION PROSPECTUS
STAYTON BRIDGE SECTION
FAS HIGHWAY 570
MARION AND LINN COUNTIES
PREFIX NO. 524-1495

The following prospectus is submitted concerning the above-mentioned section of FAS 570 which is a county road on the Federal-aid Secondary System. The project involves:

1. Replacement of a 26-foot timber span over the Salem ditch between Marion and High Streets in Stayton.

2. Replacement of a 113-foot pile trestle over Mill Race, 300 feet south of Water Street in Stayton.

3. Replacement of a narrow steel truss trestle over the North Santiam River between Marion and Linn Counties.

4. Realignment and reconstruction of the existing roadway beginning between Ida and Waters Streets in Stayton, thence southerly across the Santiam River and ending approximately 0.3 mile southerly of the existing bridge. The overall length is approximately 0.7 mile including the Mill Race crossing.

This will be a location survey to prepare plans, specifications and estimates for replacement of the above structures and roadway construction. Part of this project is within the city limits of Stayton. There are no airports affected.

The general route will follow the existing highway with alignment being revised to allow for construction of the new structure on the east side of the existing bridge over the North Santiam River. Reconnaissance is not necessary. Routine soils investigations will be conducted. Special drainage studies will be made to provide sufficient waterway on all bridges including the timber trestle over an overflow channel in Linn County. An economic analysis is not needed at this time.

The existing 1962 ADT is 1,800 and the projected 1982 ADT is 3,000. The roadway typical section will consist of two 12-foot travel lanes with 4-foot shoulders. All bridges will have a horizontal clearance of 30 feet. The North Santiam River Bridge will have two 5-foot sidewalks. The other bridges will have 5-foot sidewalks on the easterly side. Deviations from State standards are anticipated in the use of 4-foot shoulders.

Detours on existing city streets or furnished by the contractor will be required. All old bridges will become the property of the contractor. The counties will remove the existing signal system including the conduit on the North Santiam River Bridge.

This will be a two-lane county road with no control of access except

as designated by the City of Stayton. There are no interchanges or railroad crossings on this project.

The tentative base design for construction is:

Paving	3½" AC
Top Course Base	2 " Level
Bottom Course Base	10½"
Total Depth	16 "

(Base design is subject to change upon completion of soils investigation.)

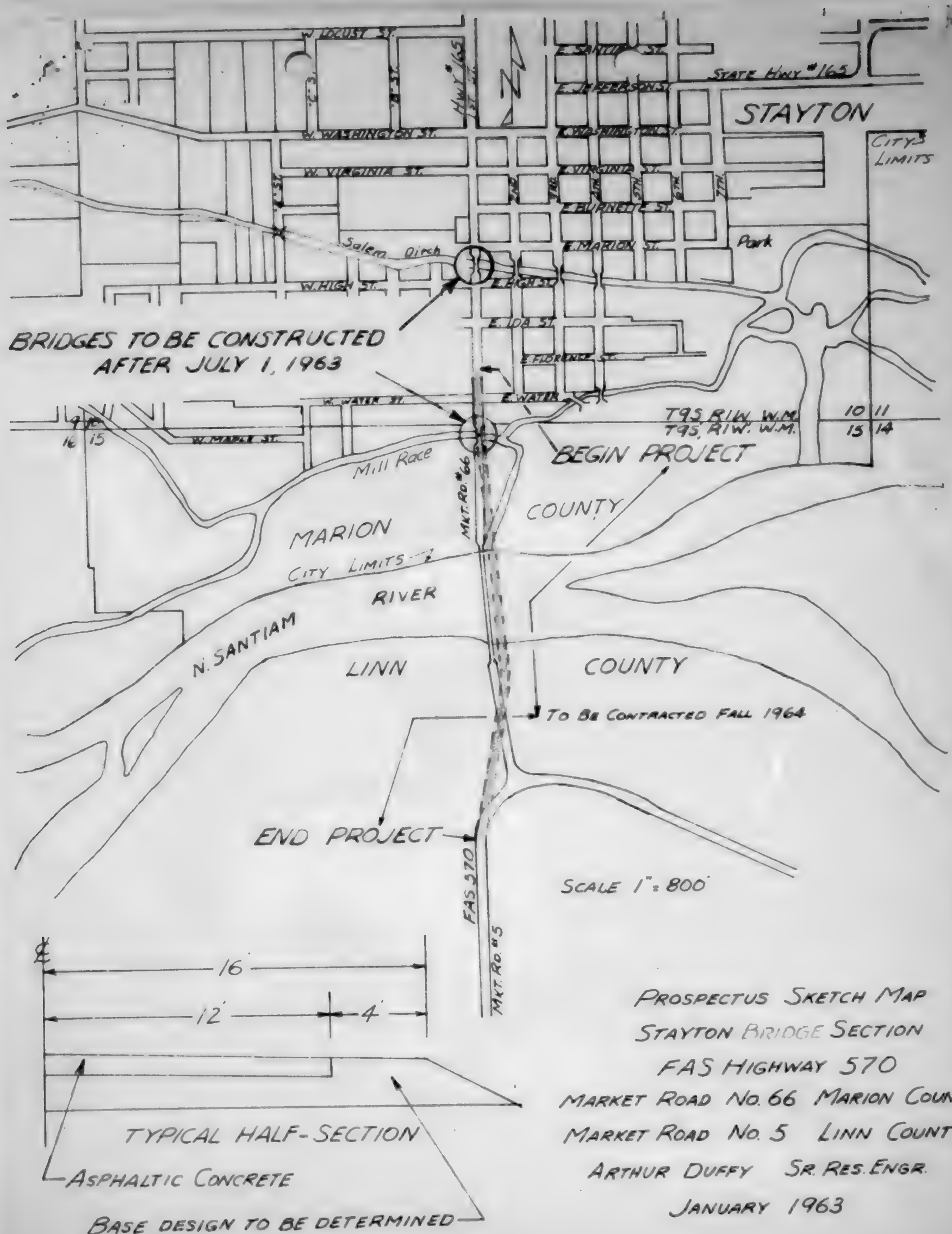
Materials for surfacing aggregates are available from local commercial sources.

Agreements will be required with Marion and Linn Counties and with the City of Stayton.

There are no State parks or roadside rest areas affected by this project.

February 13, 1963
Attachment
cc: Forrest Cooper
R. L. Porter (2)
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
G. K. Attig
R. C. Blensly
H. S. Cox
F. B. Crandall
G. L. Decker
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
Carl Plog
Research Division
Fred Sugnet (2)
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young
O. C. Turner
I. A. DeFrance

RECEIVED
FEB 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER



PROSPECTUS SKETCH MAP
STAYTON BRIDGE SECTION
FAS HIGHWAY 570
MARKET ROAD NO. 66 MARION COUNTY
MARKET ROAD NO. 5 LINN COUNTY
ARTHUR DUFFY SR. RES. ENGR.
JANUARY 1963

Copies Div II
Moreland

1-30-63

NOTED
Harold C. Ayers

COUNTY ROAD FAS PROJECT DATA

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
R. H. PRATICE

1. Name of County Linn FAS No. 570
2. County Road Name Scio - Stayton Road
3. Section Name _____ Length _____
4. Type of Project _____
5. Survey to be done by: State ✓ County _____
   (NOTE: If project is canceled, County must pay for survey.)

NOTED
V. R. [illegible]

PROJECT DATA -

6. Has base design been given to County? Yes ____ No ✓
   Will it be furnished? Yes ✓ No ____

NOTED
JOHN D. GRAHAM

7. Wearing Surface: Type AC Width 24' Shoulders 4
8. Grading & Drainage:
   By County ____ County Date of Completion _____ By Contract ✓
9. Bottom Base Course:
   By County ____ County Date of Completion _____ By Contract ✓
10. Leveling Course:
    By County ____ County Date of Completion _____ By Contract ✓
11. Wearing Surface:
    By County ____ County Date of Completion _____ By Contract ✓
12. Clearing:
    By County ____ County Date of Completion _____ By Contract ✓
13. Is there any merchantable timber on right-of-way? Yes ✓ No ____
14. Will timber be reserved for owner? Yes ✓ No ____
15. Will timber become property of contractor? Yes ____ No Not unless owner is agreeable
    Remarks Possibly some merchantable timber

MATERIAL SOURCE -

16. Gravel ✓ Quarry _____ Cinders _____
17. Owner: County _____ State _____ Private ✓
18. Location: _____ Section 15 Township 9 S Range 1 [illegible] W.M.

RECEIVED
JAN 3 1963
ENGINEER
COUNTY & CITY RELATIONS

CAR 61-8

19. Materials furnished by County: Borrow____ Select Topping____

Base Course____ Level Course____ Mineral Aggregates____

20. Miscellaneous Items: _____

Remarks: _____

_____

FINANCIAL- -

21. Estimated Cost: $_____

22. Available FAS Funds: $_____

23. Date Match Money is Available: _____

24. Will there be any 100% County Money? Yes____ No____

25. Maximum Amount of 100% County Money Available: $_____

26. Date County Requests Letting: _____

Remarks In conjunction with Stayton Bridge Contract

_____

RIGHT-OF-WAY- -

27. Is any additional right-of-way needed? Yes ✓ No____

28. Will right-of-way be acquired by: Resolution____ or Deed ✓

29. Should State prepare options? Yes ✓ No____

30. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes____ No ✓

31. Should material source site be included in right-of-way descriptions? Yes____ No ✓

32. Does project run inside city? Yes____ No ✓
(NOTE: If right-of-way is procured in community with post office or in a city, an opportunity for hearing must be afforded. Projects may only extend into cities with less than 5000 population.)

33. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes____ No ✓
(NOTE: County must move all utilities located on present right-of-way.)

Remarks _____

CLR 61-2

RAILROADS- - - - - - - - None -

34. Location: _____

35. Name of Railroad: _____

36. Number of tracks: _____

37. Sight distance: _____(Left) _____(Right)

38. Number of trains_____

39. Angle of intersection_____

40. Type of crossing: Grade____ Overcrossing____ Undercrossing____

41. Number of signs: Advance Warning_____ Crossbucks_____ Stop_____

Automatic Flashing_____ Automatic Bell_____ Gates_____

Remarks_____

STRUCTURES- -

42. Are there any structures to be replaced or altered? Yes X No____

43. Will replacement by by: County_____ Contract_____
(NOTE: If by contract, fill out bridge questionnaire form.)

44. Will County adjust structure to new grade? Yes____ No____

45. Will County adjust structure to additional width? Yes____ No____

46. Will adjusted width be standard? Yes____ No____
(NOTE: Standard width of structure is 4 feet wider than wearing surface width. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

Remarks Existing wood bridge to be replaced by concrete pipe, probably
≤ 36", but study should be made before size is determined

47. Is project contingent upon other factors? Yes____ No____

48. Such as: (a) Construction (Cooperative project by County, tie-in with outside projects)

Explain: _____

_____

Traffic must be maintained

_____

CLR 61-6

49. (b) Timing (Cooperative project by County, finance, irrigation, industrial usage, outside projects)

Explain: _____

_____

_____

_____

50. (c) Surveys (Coordination with outside surveys)

Explain: _____

_____

_____

MISCELLANEOUS -

51. Does County wish rounding of cutbanks? Yes___ No✓

52. Does County wish sight posts installed? Yes___ No✓

53. Does County wish guard rail installed? Yes___ No✓

54. Does County wish seeding and mulching incorporated into job?

Yes___ No✓

NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.

Lewis County

Jan 28 1963 Date

By Ray W. Broaddus
Judge or Commission Chairman

By Orris A Carnegie
Acting County Engineer

O.S.H.D. Field Engineer

Date Jan 30, 1963

CCR 4-8

MARION COUNTY
PROPOSED PROJECT (1964 Funds)

FAS 570, South 1st Avenue: Mill Race and Salem Ditch Bridges, $52,000.

The proposed project is for the replacing of a 113' pile trestle over the Mill Race and a 26' timber span over the Salem Ditch. Both bridges are in the city of Stayton. The county requests that the new structures have a clear width of 30' and a 4' sidewalk on the easterly sides.

The Mill Race Bridge is located within the project limits of the proposed Stayton Bridge section, and line and grade should be coordinated with that project. The county requests that these bridges be contracted after July 1, 1963.

COMM. APPROVED ΣΧΑ 1/31/63

63-a
1/22/63

MARION & LINN COUNTIES
PROPOSED FAS PROJECT, Fiscal Year 1964 Funds

FAS 570, Stayton Bridge Section:

Marion County	$100,000
Linn County	$100,000

The proposed project is for the replacement of the narrow steel truss structure over the North Santiam River between Marion and Linn Counties and to improve short sections of road in each county The northerly end will be near W. Water Street in Stayton and the southerly end will be approximately 0.3 mile south of the southerly end of the present bridge.

It is planned to place this project under contract in the fall of 1964 at which time sufficient FAS funds will be available. Costs of the main structure will be shared equally by each county but the road construction costs will be charged to the county in which the work is done. The Marion County section will have a 24' asphaltic concrete surface with 4' shoulders. The Linn County section will have a 24' asphaltic concrete surface with 4' shoulders. A timber trestle on the Linn County section over an overflow channel may be replaced with a culvert installation.

Marion County wishes to replace a pile trestle over Mill Creek as a separate FAS project and wishes to have it contracted during the year 1963. As this bridge is within the limits of the Stayton bridge section it must be coordinated as to line and grade with that project and therefore it is hoped that an early survey will be possible.

63-a
1/22/63

Hwy. Comm. approved 1/31/63.

JOHN A. ANDERSON, P. E.
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
PHONE 364-4401, EXTENSION 53
SALEM, OREGON

January 17
1 96 3

NOTED
V. R. JONES

NOTED
JOHN D. GRAHAM

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
Harold C. Ayers

FAS 590

NOTED
P. H. PRANCE

Mr. H. S. Cox
County-City Relations
State Highway Department
Salem, Oregon

Dear Mr. Cox:

I was instructed by the Marion County Board of Commissioners to advise the State Highway Department that Marion County is willing to program $100,000 of its FAS funds for the advance planning on the Stayton Bridge.

The County Board further indicated that they desired to have a 30-foot roadway width on the bridge, plus one sidewalk, the location of which could be part of the design.

I am sending the State Highway Form ccR-61-a to the County Engineer of Linn County, Orris Carnegie, for his signature. He will mail the original copy directly to you.

I am attaching also the project for the relocation and reconstruction of the Mill Creek Bridge and the roadway between Water Street and the Stayton Bridge. If there are any questions on this, please advise.

Very truly yours,

John A. Anderson
County Engineer

JAA:s
Encl.

NOTED
JOHN D. GRAHAM

NOTED JOHN D. G[illegible]

1-17-63 NOTED Harold C. Ayers

NOTED H. S. COX

NOTED DON HARWELL

COUNTY ROAD FAS PROJECT DATA

1. Name of County Marion FAS No. 570

2. County Road Name South 1st Avenue

3. Section Name W. Water St. to River Length 1000 l. f.

4. Type of Project Reconstruction of road and bridge

5. Survey to be done by: State x County _____ (NOTE: If project is canceled, County must pay for survey.)

NOTED R. H. PRANCE

PROJECT DATA -

NOTED V. R. JONES

6. Has base design been given to County? Yes ____ No x

   Will it be furnished? Yes x No ____

7. Wearing Surface: Type A-C Width 24 ft. Shoulders 4 ft. plus sidewalk on one side

8. Grading & Drainage:

   By County ____ County Date of Completion _____ By Contract x

9. Bottom Base Course:

   By County ____ County Date of Completion _____ By Contract x

10. Leveling Course:

    By County ____ County Date of Completion _____ By Contract x

11. Wearing Surface:

    By County ____ County Date of Completion _____ By Contract x

12. Clearing:

    By County ____ County Date of Completion _____ By Contract x

13. Is there any merchantable timber on right-of-way? Yes ____ No x

14. Will timber be reserved for owner? Yes ____ No ____

15. Will timber become property of contractor? Yes ____ No ____

    Remarks _____

MATERIAL SOURCE -

16. Gravel x Quarry _____ Cinders _____

17. Owner: County _____ State _____ Private x

18. Location: Just south of river Section 15 Township 9 S. Range 1 W. W.M.

CAR 61-L

1-17-63

19. Materials furnished by County: Borrow____ Select Topping____

Base Course____ Level Course____ Mineral Aggregates____

20. Miscellaneous Items: _____

Remarks:_____

_____

FINANCIAL- -

21. Estimated Cost: $_____

22. Available FAS Funds: $_____

23. Date Match Money is Available: _____

24. Will there be any 100% County Money? Yes____ No x

25. Maximum Amount of 100% County Money Available: $_____

26. Date County Requests Letting: In conjunction with Stayton Bridge contract

Remarks_____

_____

RIGHT-OF-WAY- -

27. Is any additional right-of-way needed? Yes x No____

28. Will right-of-way be acquired by: Resolution____ or Deed x

29. Should State prepare options? Yes x No____

30. Should State prepare centerline descriptions for acquiring right-of-way by resolution? Yes____ No____

31. Should material source site be included in right-of-way descriptions?

Yes____ No x (Private)

32. Does project run inside city? Yes x No____
(NOTE: If right-of-way is procured in community with post office or in a city, an opportunity for hearing must be afforded. Projects may only extend into cities with less than 5000 population.)

33. Are there any utilities (electric, water, gas, sewer, etc.) on private land? Yes x No____
(NOTE: County must move all utilities located on present right-of-way.)

Remarks_____

CLR 61-8

RAILROADS- -

34. Location: _____

35. Name of Railroad: _____

36. Number of tracks: _____

37. Sight distance: _____(Left) _____(Right)

38. Number of trains_____

39. Angle of intersection_____

40. Type of crossing: Grade____ Overcrossing____ Undercrossing____

41. Number of signs: Advance Warning_____ Crossbucks_____ Stop_____

Automatic Flashing_____ Automatic Bell_____ Gates_____

Remarks_____

STRUCTURES- -

42. Are there any structures to be replaced or altered? Yes x No____

43. Will replacement by by: County_____ Contract x (See other form)
(NOTE: If by contract, fill out bridge questionnaire form.)

44. Will County adjust structure to new grade? Yes____ No____

45. Will County adjust structure to additional width? Yes____ No____

46. Will adjusted width be standard? Yes____ No____
(NOTE: Standard width of structure is 4 feet wider than wearing surface width. If structure is of substandard width, County must sign same to satisfaction of Bureau of Public Roads.)

Remarks (See other form for bridge)

_____

47. Is project contingent upon other factors? Yes x No____

48. Such as: (a) Construction (Cooperative project by County, tie-in with outside projects)

Explain: Stayton Bridge

_____

_____

_____

ccr 61-8

49. (b) Timing (Cooperative project by County, finance, irrigation, industrial usage, outside projects)

Explain: _____

_____

_____

_____

50. (c) Surveys (Coordination with outside surveys)

Explain: _____

_____

_____

MISCELLANEOUS -

51. Does County wish rounding of cutbanks? Yes____ No____)
)
52. Does County wish sight posts installed? Yes____ No____) If necessary
)
53. Does County wish guard rail installed? Yes____ No____)
)
54. Does County wish seeding and mulching incorporated into job?)

Yes____ No____

NOTE: Approach fills for pile bent structures must be in place prior to bridge construction.

Marion County

January 17, 1963 Date

By _____
Judge or Commission Chairman

By _____
County Engineer

_____
O.S.H.D. Field Engineer

Date _____

CCR 4-4

RECEIVED
MAY 23 1962
ENGINEER
COUNTY & CITY RELATIONS

NOTED
V. R. JONES
NOTED
DON HARWELL
NOTED
JOHN D. GRAHAM
NOTED
H. S. COX
NOTED
R. H. PRANGE

COURT PROCEEDINGS OF LINN COUNTY May 23, 1962

At a regularly stated meeting between members of the Linn County Court, consisting of Judge Ray H. Maddy; Commissioner Floyd D. Jenks; Commissioner Burl Ingram; and members of the Marion County Court, to-wit: Judge Rex Hartley; Commissioner Pat McCarthy; members of the State Highway Commission: Mr. Jones; and Mr. R. H. Prange. Also present at this meeting were: Mr. John Anderson, Marion County Engineer; Mr. Orris Carnegie, Linn County Engineer; Walter W. Larsen, retired County Engineer for Linn County; Mr. Frank Kizer, County Bridge Superintendent for Linn County; Mr. Delivan Burkhart, road supervisor, for Linn County.

This meeting was held pertaining to the building of a new bridge at Stayton, which is a joint venture between Linn County and Marion County.

On the basis of the estimated figures quoted by Mr. Jones the two courts have tentatively reached an agrement to schedule this program in the fall of 1964, taking into consideration correspondence with the State Highway Department, and the seriousness of this situation.

The possibility of a collision on the bridge is not only hazardous to the vehicles involved, but any serious collision could also damge the truss members so as to cause collapse of the bridge. Over the past years there have been several instances where damage to the truss members by collision of loaded trucks have incapacited the truss if not causing its immediate collapse.

It is the opinion of the State Highway Department that this bridgeis now "living on borrowed time."

RECEIVED
MAY 1 1962
FOR FILING

JOHN A. ANDERSON
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
PHONE EM 4-4401, EXTENSION 53
SALEM, OREGON

April 30
1 9 6 2

Mr. P. M. Stephenson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Stephenson:

I wish to thank you for your recent letter and report by Mr. E. G. Ricketts regarding the joint Marion-Linn County bridge at Stayton.

Your letter and report were most helpful to the County Court in determining the program of replacement. A recent discussion with your staff in the County-City Relations Division has indicated that Linn County may not be able to participate financially in the bridge reconstruction prior to the fiscal year of 1964-1965 --even though it might be desirable to replace same prior to this time.

Nevertheless, the matter will be discussed in the near future more fully between the two County Courts of Marion and Linn Counties.

Thank you again.

Very truly yours,

John A. Anderson

John A. Anderson
County Engineer

JAA:s
cc: Mr. E. G. Ricketts
Marion County Court

NOTED
P. M. STEPHENSON

RECEIVED
MAY - 1 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED R. H. PRANGE

4-25-62

FAS-570

NOTED H. F. COX

Collapse of Stayton Span Held Hazard

The 50-year-od bridge crossing the North Santiam River at Stayton is in danger of collapse if any collisions damage the trusses.

That was the warning of the State Highway Department in a letter which reached the hands of the Marion County Court today.

The highway department recommended that the bridge be replaced.

The bridge, built in 1912, has carried one-way traffic for several years. The danger of a collision exists because of a long lag between "go" signals which control traffic and because some drivers ignore the signals.

TRAFFIC BLIND

The vertical rise in the 1,011-foot bridge hides oncoming traffic, assistant state highway engineer P. M. Stephenson said in citing a report of an inspection made of the span last winter.

The inspection was made by E. G. Ricketts, assistant state bridge engineer.

His report pointed out that the steel trusses in the bridge are too light for present-day traffic. The bridge is heavily used by trucks during harvest season.

Ricketts said collisions which damaged trusses have caused the collapse of four spans in Oregon since 1936. They included spans over the St. Marys River at Corvallis in 1936; over the South Yamhill River near McMinnville in 1937; over the Snake River at Nyssa in 1954; and over the Umpqua River near Elkton in 1961.

Ricketts said the timber decking and stringers on the Stayton bridge need replacing at an estimated cost of $40,000. He added that the steel trusswork should be repainted at a cost of $15,000. The bridge timbers last were replaced in 1948.

PLANNED FOR 1963

Anderson has programmed replacement of the bridge for 1963-64, but approval of the Linn County Court and its road department first must be obtained.

Sixty per cent of the estimated $800,000 cost of a new bridge would be paid from federal secondary road funds. The state would pay 20 per cent, and payment of the remaining 20 per cent would be subject to negotiation between the Marion and Linn County courts.

The letter spurred the Marion County Court to seek a conference with the Linn County Court, probably early next month.

Coat Stolen

Theft of a coat, valued at $30, from a closet where she works was reported to police Tuesday by Marleen J. Alstott, 575 Winding Way SE.

RECEIVED
APR 18 1962
FOR FILING

E 147(C)
6.5.07

April 17, 1962

Mr. John Anderson
County Engineer, Marion County
Courthouse
Salem, Oregon

Dear Sir:

Attached is a copy of a letter received from Mr. E. G. Ricketts, our Assistant Bridge Engineer, in regard to an inspection he made of the North Santiam River Bridge at Stayton.

It is my opinion that this bridge is now "living on Borrowed time." While we know it is handling legal loads, still there is one factor that we are unable to evaluate; that is, the factor of fatigue in an old structure of this type. It would be my recommendation that Marion and Linn Counties take steps to program the replacement of this bridge in the not too distant future.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

Enclosure

FORM E-30 SOM 9-61 24397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 10, 1962

SUBJECT: Stayton Bridge over North Santiam River at Stayton
Bridge No. 6419

To: Mr. P. M. Stephenson
Assistant State Highway Engineer
O F F I CE

Pursuant to your request in reference to inspection made of this bridge on December 21, 1961 that I made in company with Mr. Ted Kuenzi, Assistant County Engineer for Marion County, the inadequacies noted are as follows:

The present structure is over one thousand feet long (1,011 feet), and the roadway is too narrow to allow two-way traffic to pass safely on the bridge. To alleviate this condition, one-way electrically-operated signals have been installed. Although this does reduce the possibility of two vehicles meeting on the bridge and becoming involved in a collision, it is only an expedient measure.

First, because the bridge is so long, the lag between "GO" signals is so great; and second, the vertical rise in the grade over the bridge is such that vehicles at one end cannot see vehicles approaching from the other end and are often led to believe no other car is coming in the opposite direction and tend to disregard the signals.

The possibility of a collision on the bridge is not only hazardous to the vehicles involved, but any serious collision could also damage the truss members so as to cause collapse of the bridge. Over the past years we have experienced several instances where damage to the truss members by collision of loaded trucks have incapacitated the truss if not causing its immediate collapse. Two of these instances are the Marys River Bridge at Corvallis in 1936 and the Whiteson Bridge over the South Yamhill River near McMinnville in 1937. More recent instances have been the bridge at Nyssa over the Snake River in 1954 and the Kellogg Bridge over the Umpqua River, September 1961.

In all these instances, the steel trusses were of that ancient vintage which were originally built for lighter loadings, but capable of carrying legal loads if the members were not damaged by trucks colliding into them. Thus there is always this possible hazard on these lightly constructed longer spans. The two 330-foot long light pin-connected trusses in this Stayton Bridge are definitely in this category. The one-way traffic

signals installed do tend to prevent such an occurrence. It also helps to distribute the live load on the bridge, as under one-way traffic regulation the loads usually straddle the center line of the bridge, thus causing the total truck load to be equally distributed, half to each of the light trusses.

Aside from the above considerations, there are the economic factors involved. The present bridge has an all timber deck and stringer system which was last replaced in 1948. After 14 years this is about due for replacement again at a cost of approximately $40,000. Also, if the present inadequate structure is to be maintained the steel spans would also need to be repainted at an additional cost of $15,000.

In conclusion it appears that before any amount of money is expended maintaining the present inadequate structure, serious consideration should be given toward programming its replacement. This could be done alongside the present structure, so that the existing bridge could be used for carrying traffic during the new construction. An estimated cost for the new structure with contingent roadwork required would be approximately $750,000.

A recent traffic count was 1274 ADT in March and 1600 ADT in July 1961.

Ivan D. Merchant
Bridge Engineer
by E. G. Ricketts.
E. G. Ricketts
Assistant Bridge Engineer

EGR/mm

S-147(3) Struc. Grad. & Paving on Stayton Br. Sec. at Stayton 1965
#6529 (DEDICATION)

COMMISSIONERS
HENRY AHRENS - CHAIRMAN
NEX HARTLEY
PAT McCARTHY
EXECUTIVE SECRETARY
BRUCE PROSSER

RECEIVED
DEC 10 1965
FOR FILING

S. 147 (E)

6E29

PHONE 364-4401

December 6
1 9 6 5

Mr. Forrest Cooper
State Highway Engineer
Stage Highway Department
Salem, Oregon

Dear Mr. Cooper:

The Marion County Board of Commissioners wishes to express its sincere appreciation to your department for its whole-hearted cooperation in making the bridge dedication of the Santiam Bridge at Stayton such a complete success.

We would also like to thank your Administrative Assistant, Mr. Victor Wolfe, for the valuable assistance he gave to us.

Very truly yours,

Henry Ahrens

Henry Ahrens
Chairman

HA:s

All Marion county citizens are thankful C. H. A.

RECEIVED
DEC 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC - 8 1965
OREGON
STATE HIGHWAY COMMISSION

VICTOR D. WOLFE

RECEIVED
NOV 4 - 1965
FOR FILING
S-147 (-)
6529

November 3, 1965

Mr. Glenn L. Jackson, Chairman
Oregon State Highway Commission
c/o Pacific Power & Light Company
216 W. Main
Medford, Oregon

Dear Mr. Jackson:

The attached is information furnished to Governor Hatfield re the dedication of the bridge across the Santiam River at Stayton. There is also attached the dedication program brochure.

This structure is on a portion of the county federal-aid secondary system which means that it is eligible for federal-aid participation in the amount of 60-40.

It is noteworthy that the 40 percent is split 50-50 between the counties and the state and, consequently, is prorated 20 percent Linn and Marion Counties, 20 percent State Highway Department, and 60 percent Bureau of Public Roads.

It is also interesting that the State Highway Department sharing 50-50 in the 40 percent of the 60-40 county projects is based on Commission policy and not statutes. This policy was established by the Highway Commission in 1952. Since this type of cooperation between the State and county has appeared to be very beneficial to the motoring public, the program has been continued.

Broken down into dollars, this program actually benefits the counties approximately one percent of the total gross highway user revenues.

In other words, gross highway user revenues approximate $80,000,000 annually, the State's share on county FAS projects approximate $800,000 annually.

This could be said another way - that the county share of the motor vehicle revenues is actually approximately 20 percent.

As a further cooperation between the counties and the State in this working agreement, the counties acquire all rights-of-way with county funds and the Highway Department makes all preliminary surveys with State funds when requested by the counties to do so. All counties with the exception of Multnomah take advantage of this working arrangement.

Of benefit to the area around Stayton is the complete modernization of the North Santiam Highway from easterly of Stayton to Salem.

The Highway Commission does not own any north-south route in the vicinity, although you may recall that Marion County has at different times attempted to promote a trade whereby the Highway Commission would end up with the route from Silverton to this bridge as an extension of the Cascade Highway southerly from Silverton. This is known in the "Hilltop Booster Club" language as the "Bee Line" route.

The State's share in this project is approximately $123,000.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Attachments

bc: Forrest Cooper
Victor D. Wolfe

VDW:sw

Information for Governor Hatfield

Dedication of North Santiam River Bridge

November 4, 1965

As far back as the 1870's the people of Marion and Linn Counties recognized the necessity for a means of transportation between their two counties. The first direct transportation between the two counties at this point was by ferry.

It is interesting to note that the county court established fares for the ferry in 1875 as follows:

For each double team and wagon or carriage	50¢
For each additional team	25¢
For each man and horse	25¢
For each horse and buggy	25¢
For each head of loose stock	12½¢
For each footman	12½¢
For each head of hogs or sheep	5¢

The first bridge built to replace the ferry system and make travel across the Santiam from one county to the other was awarded to contract on the 5th of July, 1889. The contractor's bid for the construction of the bridge was $18,250.

This bridge served until 1909 when it was extensively damaged by flood. A rope suspension bridge was constructed and used for foot traffic until a ferry could be put in operation.

The second structure at this position in the river was started in 1910 and completed in 1912.

It is interesting to note that the contract for the construction in 1910 carried the following: "further agreed that the prices of labor will be as follows: Foreman of Construction, $7.00 per day and expenses; Engineer, $4.50 per day; Pile driver men, $3.50 per day; common labor at local prices."

The bridge was completely retimbered in 1930 and in 1947 was again retimbered. The covered span was removed and replaced with the steel span taken from the Mill Creek crossing on State Street in 1952.

In 1953, due to the ever-increasing traffic, it was necessary to convert the bridge to one-way traffic through the means of signal lights; and it has operated thusly until today.

The structure which is being dedicated today is of reinforced concrete design. The total length of the bridge is 800 feet, the roadway width is 30 feet between curbs with a 5-foot sidewalk on one side. The overall cost of the project is estimated at $615,000.

Participants in the construction of the bridge were the Bureau of Public Roads, the Oregon State Highway Department, and Linn and Marion Counties.

The attached information forwarded to us by John Anderson, Marion County Engineer, goes into considerable detail as to the historical background, County Court Minutes, et cetera.

Present-day traffic is approaching 2,000 vehicles per day. This in itself is mute evidence to the value of this structure to the economy of the area.

HISTORY OF THE NORTH SANTIAM BRIDGE
STAYTON, OREGON
MARION AND LINN COUNTIES

Ferry service over the Santiam River near Stayton, Oregon, was started by John Grier then operated by James Lynch on January 1, 1875. Mr. Frank Henline applied for and was granted a license to operate a ferry on the Santiam River near Stayton. This location was a short distance west of the present bridge. This ferry was in operation until the first bridge was erected in 1889.

MARION COUNTY, OREGON

In the Matter of a Ferry)
License to F.M. Henline)

This day came F.M. Henline and presented his petition praying for a license to keep a ferry on the Santiam River near the town of Stayton. Since it appeared to the Court's satisfaction, by proof filed that due notice to the pendency of this application had been given, and a good and sufficient bond filed, and no objection appearing thereto, and the said Henline having produced the County Treasurer's receipt for 5.00 Dollars.

IT IS THEREFORE ORDERED by the Court that license issue to the said F.M. Henline for the term of one year from this date, and that the rates of Ferrage be hereafter established here by the Court. (Dated January 1, 1875)

In the Matter of a Ferry License)
heretofore granted to F.M. Henline)

Now at this day came F.M. Henline to whom a license had heretofore been granted by this Court to keep and run a Ferry across the Santiam River near the town of Stayton, and prays the Court to establish and fix the rates of ferrage at said Ferry.

WHEREUPON it was ordered by the Court that said Henline be allowed to charge the following fares at said Ferry to-wit:

For each	double team and wagon or carriage	.50
"	" additional team	.25
"	" man and horse	.25
"	" horse and buggy	.25
"	" Head of loose stock	.12½
"	" footman	.12½
"	" head of hogs or sheep	.05

Fares

Ordered that Court stand adjourned,

/s/ John C. Peebles
County Judge

On June 5, 1889, Marion County Court agreed to pay one-half cost of bridge at Stayton.

(Excerpt from Linn County History)

A letter to the editor of the Democrat-Herald of Albany in 1875 throws a good deal of light on the general ferry and bridge situation (229):

"Editor Democrat: Stayton, December 14, 1875. Among the other improvements proposed in this neighborhood is a bridge across the North Fork of the Santiam River near Stayton, between Linn and Marion Counties. This bridge will be on the old and direct road between Brownsville, Lebanon and Scio, Linn County and Silverton, Sublimity and Stayton, Marion County. There is a good bridge over the Calapooia at Brownsville, and a fine new one over the South Fork of the Santiam near Lebanon, and two or three over Crabtree Creek. There is one bridge over Thomas Creek, in Scio, and above on the same creek there are two. There is also a bridge over Silver Creek at Silverton. The public needs a bridge at this point (Stayton) to complete the chain of bridges between Brownsville and Silverton; there is also another consideration of interest to many residents of Linn County. That part of Linn County known here as Canada and Jordan Valley, depend on crossing the river to take their grain and other produce to the railroad depots and other markets, and all the settlers on Fox Prairie, King's Prairie and other places hereabout often wish to cross the river at this point, and the need of some place to cross the river here was very much felt during the late high water. There are many persons water-bound here on either side of the river for seven or eight days at a time. The proposed bridge will cost, when completed, $5,100.00. The farmers of Linn County in this neighborhood would like to have some assistance from the county and those of Marion, from that county. All the people in these parts are willing to subscribe liberally according to their ability."

COUNTY COURT, LINN COUNTY, JULY TERM, 1889
FRIDAY, July 5th, Second Day

In the Matter of Bids Received for the Construction of a Bridge across the Santiam River at Stayton

Now at this day the Clerk of this Court under the direction of the Court, proceeded to open the several bids filed herein by parties proposing to build said Bridge according to plans and specifications submitted by said parties with their several bids. And after duly considering the matter and thoroughly examining the plans and having them explained by the parties, and the Honorable County Judge and Commissioners of Marion County being present at the opening of said bids and concurring herein, the Court is of the opinion that Plan No. 1, in pier, submitted by Hoffman and Bates for the sum of $18,250.00 is,all things considered, the cheapest, best and most economical Bridge of any submitted.

IT IS, THEREFORE, ORDERED by the Court that said bid of said Hoffman and Bates be and the same is hereby accepted, and it is further ordered that a contract be drawn up and signed by said company or its authorized agents, and this and Marion County Court, in accordance with the plans and specifications submitted and requiring that said Bridge be constructed in strict compliance therewith and to have the same open for travel by the 1st of November, 1889. And further, that said Hoffman and Bates be required to execute and file with the Clerk of this Court a good and sufficient Bond to be approved by this Court in the sum of $18,250.00 conditioned to build said bridge in accordance with plans, strain sheet and specifications now on file with the County Clerk of this Court.

10/358
June 5, 1889

In the Matter of the Construction of)
a bridge across the Santiam River at)
Stayton)

On this day it is ordered by the Court that the County of Marion will pay one-half of the amount necessary for the construction of a wagon bridge across the Santiam River at the town of Stayton provided that Linn County will unite in the construction of said bridge.

MARION COUNTY COURT

/s/ T.C. Shaw, Judge
/s/ A.H. Cornelius, Comm.
/s/ W.T. Grimm, Comm.

10/448
October 9, 1889

In the Matter of the Examination)
of the bridge across the North)
Santiam River at Stayton)

On this day the Court by arrangements with the County Court of Linn County, proceeded to set a date to meet with the contractors for said bridge and to make an examination of the same.

(Signed by same as above)

10/454
October 11, 1889

Court met and called to order pursuant to adjournment, present the same Judge and other officers of the Court as on Thursday, October 10, 1889.

Road and Bridge Account: On this day it is ordered by the Court that W.T. Grimm be allowed the sum of $1.00 for expenses to Stayton on County business.

Road and Bridge Account: On this day it is ordered by the Court that T.C. Shaw be allowed the sum of $1.75 for expenses of a trip to Stayton on County business.

OLD RECORDS OF STAYTON BRIDGE
MARION COUNTY, OREGON

8/368
March 6, 1884 - 9:00 o'clock a.m.

In the Matter of granting a license to F.M. Henline to keep and run a ferry across the Santiam River at a point known as the Henline Ferry for a term of 5 years from date hereof.

On this day, F.M. Henline pays into Court the sum of $5.00 and makes application to keep and run a ferry on the Santiam River at a point known as the Henline Ferry, one-half mile south of the Town of Stayton, Marion County, for the term of 5 years,

And it appearing to the Court that due notice of this application has been given as by law required, that since Henline has paid into the County Treasurer the sum of $10.00 being the first annual payment and no objection having been made or filed thereto to the granting of said license,

IT IS ORDERED by the Court that said license be granted to F.M. Henline to keep and run said ferry upon the annual payment of said sum of $10.00 and upon his filing with the Clerk a good and sufficient bond and by him approved in the sum of $5.00 and that the rate of ferrage over said ferry be as follows:

For one two-horse wagon and team	.25
For one two-horse wagon or buggy	.25
For each additional team	.25
For man and horse	.25
For foot-man	.15
For loose horses and cattle each	.12½
For loose hogs or sheep each	.05

15/419
July 7, 1899

In the Matter of repairing the Bridge over the Santiam River near Stayton, in Marion County, Oregon.

Now on this 7th day of July, 1899, this matter came on regularly for hearing upon the petition in writing of Theo. Gehlen and 68 other persons, all legal voters of Marion County, Oregon, and residing in the vicinity of the bridge across the Santiam River near Stayton, in Marion County, Oregon, and the said Santiam River being the boundary line between the counties of Marion and Linn; and it appearing to the Court that all the said petitioners are interested in the repairing and maintenance of the said bridge; and it further appearing to the Court from the said petition that the said bridge is in urgent need of repairs and this Court and each member thereof having personally inspected said bridge at a time prior to this date, and the Court of its own knowledge, in addition to the representations contained in the said petition, finds that said bridge is in urgent need of substantial repairs.

IT IS THEREFORE CONSIDERED ORDERED AND ADJUDGED by this Court that Albert Frye, L.C. McCoy and Marion Eskew be and they are hereby appointed viewers and commissioners to view the said bridge and to make an estimate of the cost of bridge and to make a report to this Court of their proceedings and a statement of the proposed repairs, together with an estimate of the cost of making such repairs.

15/445
September 7, 1899

In the Matter of Repairing the Bridge over the Santiam River near Stayton, Marion County, Oregon

STATE OF OREGON } ss.
County of Marion }

We, Albert Frye, L.C. McCoy and Marion Eskew, each being first duly and severally sworn do depose and say as follows:

That we are the same persons appointed viewers and commissioners to view the bridge over the Santiam River near Stayton, Oregon, and to view the condition of the state of repair of said bridge and to make an estimate of the cost of repairs to be done to said bridge and to report our proceedings to this Court and make a statement of the proposed repairs together with an estimate of the cost of making the same and we will well and faithfully perform our duties as such viewers to the best of our ability, and obey the order of the Court appointing us as such viewers and commissioners.

Albert J. Frye
J.M. Eskew
L.C. McCoy

15/446
September 7, 1899

Report of Examiners

TO THE HONORABLE COUNTY COMMISSIONERS, MARION COUNTY, OREGON.

Gentlemen: We, the undersigned, having been regularly appointed by your Honorable Board to examine and report upon the condition of the truss spans of the bridge across the Santiam River at Stayton, Oregon, between Marion and Linn Counties, and having been duly sworn, respectfully report as follows:

That we have carefully examined the said bridge and find the ends of timbers at bearing points in a bad state of decay. In many cases, more than fifty percent

of the cross section bearing on the casting is rotten rendering the structure extremely dangerous. As the strength of the bridge is measured by the strength of its weakest effective member, we respectfully recommend the complete renewal of all defective castings and all timber, whatsoever, above the floor-beams, and also all floor beams which are in any way defective, including those built of two pieces composed of 10 x 10 and 10" x 6". These are to be replaced by one piece 10" x 16".

We respectfully recommend that for the safety of the public, the bridge be closed to all, excepting the very lightest traffic, until thoroughly repaired.

Accompanying this report is an approximate estimate of the cost of renewal, together with specifications for same, should this report meet the approval of your Honorable Board.

We estimate the cost of repairs at about $3,950.00.

Respectfully submitted,

L.C. McCoy

SPECIFICATIONS
(used in repair of the bridge)

All timber above the floor beams shall be removed and replaced with new timber.

All floor beams in cross section and all other floor beams in any way defective shall be removed and replaced with new floor beams.

The present stringers resting upon the floor beams shall be taken out and replaced with four lines of stringers 4" x 14" in the middle of the roadway and four lines of 4" x 14" on the sides of the roadway making eight lines in all. They shall lap at floor beams and be toenailed to same by two 60d steel wire nails at each bearing.

The present planking shall be taken up and replaced with new 3" thick. Old stringers 3" thick which are in good condition may be used as planking by sawing off the ends. All planking shall be laid square with the roadway and shall be spiked with 60d steel wire nails, two to each bearing and one to each intermediate bearing--staggered. A space of 5/8" shall be left between the planks for drainage and ventilation.

All timber above the floor shall be furnished new and shall not be smaller than the original old timbers. They shall also be designed and proportioned to meet Thacker's Specifications 1894. The greatest dimension shall be used. The framing shall be first class in every particular, true to pattern and workmenlike in every respect. Measured length of existing sticks must not be used without checking by calculated lengths of original members in order to preserve the proper camber.

Timber must be first class bridge timber, free from large or rough knots, twists, or anything defective which will impair its strength or durability.

Castings which are broken, cracked or missing shall be replaced with perfect ones.

All bent rods shall be straightened and missing bolts, pins, nuts, etc., shall be supplied by the contractor.

15/448
September 7, 1899

In the Matter of the)
bridge over the Santiam)
River.)

Now, on this 7th day of September, 1899, this matter came on for hearing and consideration before this Court upon the report of the viewers heretofore duly appointed to view the bridge over the Santiam River near Stayton, Oregon, and to make an estimate of the cost of repairs and to prepare a plan and specifications and statement of the proposed repairs, and the said viewers having presented their report in due form to this court, together with the plan, the specifications and statement of the proposed repairs, including an estimate of the cost of making such repairs and this court from due and sufficient evidence offered and received upon the hearing of this application to repair said bridge and from the personal knowledge possessed by each member of this Court finds that said bridge is of great public utility and convenience to the citizens of Marion County and Linn County residing in the vicinity thereof, and each of said counties is equally interested in the maintenance of said bridge and that the said bridge was built and constructed jointly by the said counties pursuant to the agreement heretofore duly entered into by and between them and that the said bridge has been maintained at the joint expense of each of said counties, and that the said bridge at this time is, and for several months last past, out of repair, and in urgent need of repairs being made thereto forthwith, and that the attempted repairs heretofore made by the authority of Linn County during the present year are altogether insufficient, because the Court finds that all the statements contained in the report of the said viewers are true and that the attempted repairs made by Linn County to the said bridge as aforesaid were done without any notice to this Court and are altogether insufficient and inadequate, and the Court further finds that the report made by the said viewers should be approved and allowed in all matters, and that this Court should appropriate the amount necessary for the repairing of said bridge according to the said plan and specifications and that this Court should submit to the County Court for Linn County, the estimate of costs of repairing said bridge, together with the plan, specifications and statement of repairs, and that this Court should advertise for bids to repair said bridge according to the said plans and specifications.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED, that the report, plan, specifications, statement of repairs and estimate of cost made by the viewers heretofore appointed by this Court in this matter be and the same are hereby approved and confirmed in all matters.

It is further considered, ordered and adjudged that this Court should and doth hereby appropriate an amount of money necessary for the repairing of said bridge according to the plans and specifications.

It is further ordered that the Clerk of this Court shall forthwith prepare a true and correct transcript of the report of said viewers, including the plan and specifications and statement of repairs and estimate of cost and that the same be submitted to the County Court for Linn County, Oregon.

16/91
August 30, 1900

In the Matter of the joint sessions of the County Courts of Linn and Marion Counties for the purpose of considering repairs on the joint bridge across the North Santiam River at Stayton, Oregon.

On this day, it is ordered by the Court that the transcript from Linn County of the action of the Counties of Marion and Linn in joint session in this behalf be spread on record, viz:

"BE IT REMEMBERED that at a joint session of the County Courts of Linn nd Marion Counties on Thursday, August 30, 1900, at one o'clock p.m., there were present the following officers of said Courts to-wit:

Honorable H.M. Palmer, Judge, Linn County
Honorable D.C. Swann, County Commissioner, Linn County
Honorable H.B. Sprenger, County Commissioner, Linn County
Honorable John H. Scott, Judge, Marion County
Honorable Wm. Miley, County Commissioner, Marion County
Honorable H.C. Needham, County Commissioner, Marion County

W.F. Hammer, Clerk, Linn County

16/92
October 12, 1900

Court was duly proclaimed in session as by law required when the following proceedings were had:

In the Matter of retimbering)
the joint bridge across the North)
Santiam River at Stayton, Oregon.) Bids opened.

Now on this day, the Court proceeded to open bids for retimbering the joint bridge across the North Santiam River at Stayton, Oregon, and when opened said bids were as follows:

C.F. Royal	$3,800.00
J.B. Tillotson	$3,649.00
Pacific Bridge Company .	$4,065.00
Robert Wakefield	$4,160.00

And it now appearing to the Court that the bid of J.B. Tillotson is the lowest bid.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED by the Joint Courts of Linn and Marion Counties, Oregon, that the bid of J.B. Tillotson be and the same is hereby accepted and that the contract for retimbering the joint bridge on the North Santiam River at Stayton, Oregon, be and the same is hereby let to said J.B. Tillotson.

It is further ordered and adjudged that said joint Courts enter into a contract with said J.B. Tillotson for retimbering said bridge, and

It is further considered,ordered and adjudged that said J.B. Tillotson be and he is hereby required to execute a bond in the sum of $10,000.00 to protect said Counties from damage to said bridge.

/s/ John H. Scott, Judge Marion Co.
/s/ Wm. Miley, Co. Comm. Marion Co.
/s/ H.C. Needham, Co.Comm. Marion Co.
/s/ H.M. Palmer, Judge Linn Co.
/s/ D.C. Swann, Co. Comm. Linn Co.
/s/ H.B. Sprenger, Co.Comm. Linn Co.

16/93
October 12, 1900

This Contract, made and entered into on this 6th day of September, 1900, between Linn County, Oregon, and Marion County, Oregon, Parties of the First Part, and J.B. Tillotson, Party of the Second Part,

WITNESSETH THAT:

WHEREAS, heretofore the said parties of the first part desiring to retimber the bridge across the North Santiam River at Stayton, Oregon (Needle Beams excepted) did duly advertise for bids for retimbering said bridge with first class red or yellow fir, and

WHEREAS, the said party of the second part on the 30th day of August, 1900, filed his certain bid with the County Clerk of Linn County, Oregon, wherein he agrees to retimber said bridge in accordance with the conditions of said advertisement above referred to for the sum of $3,649.00.

NOW, THEREFORE, it is hereby contracted and agreed by said first and second parties that the said J.B. Tillotson is to retimber said bridge with first class red or yellow fir (Needle Beams excepted) timbers in each case to be the same size as those now in use and put in the same manner.

It is agreed that said party of the second part will proceed forthwith in the work of retimbering said bridge and will fully complete the same and turn the same over to the Counties of Linn and Marion, first parties herein, on or before the 1st day of October, 1900, and the party of the second part agrees that said bridge shall be retimbered in a good substantial and workmanlike manner, and that all the materials used shall be first class red or yellow fir, free from knots and that each piece of timber shall be the size now used in said bridge.

And the said party of the second part agrees that should he do any damage to said bridge, its piers or approaches, he will repair the same, and make it as good as before the injury at no expense to the first parties herein.

When the said retimbering is completed in accordance with the agreements herein expressed and turned over to the said parties of the first part, the said parties of

of the first part jointly agree to pay to the said party of the second part by County Warrant the sum of $3,649.00 for such retimbering, each county to pay one-half thereof,

And the said party of the second part further agrees to execute and deliver to the parties of the first part a bond in the sum of $10,000.00 with good and sufficient sureties, conditioned that he will retimber said bridge in accordance with the agreements herein expressed, and repair all damage he may do to said bridge, its piers or approaches.

IN WITNESS WHEREOF, the said parties of the first part have caused their names to be subscribed hereto by H.M. Palmer, County Judge of Linn County, and John H. Scott, County Judge of Marion County, and the party of the second part has hereto affixed his signature on this the 6th day of September, 1900. Linn County Court by H.M. Palmer, Judge; D.C. Swann, Commissioner; A.B. Sprenger, Commissioner set our hands and affixed our seals on this 6th day of September, 1900.

The conditions of the above obligations are such that whereas the above bounden J.B. Tillotson has this day entered into a certain contract with the above named Counties for retimbering the bridge across the North Santiam River at Stayton, Oregon, in accordance with the provisions of said contract and has contracted to repair any damage he may do to said bridge, its piers or approaches without expense to the Counties. Now, if the said J.B. Tillotson shall in all things perform and complete all and singular the requirements of said contract, then this obligation shall be void, otherwise to remain in full force and virtue.

J.B. Tillotson (Seal)
Frank J. Miller (Seal)
A.T. McCully (Seal)
E.F. Son (Seal)

Marion County Court By-John H. Scott, Judge
Wm. Miley, Commissioner
F.C. Needham, Commissioner

J.B. Tillotson

KNOW ALL MEN BY THESE PRESENTS, That we, J.B. Tillotson, as Principal, and Frank J. Miller, A.T. McCully, E.F. Son, A.M. Holt, and Peter Riley as Sureties, are held and firmly bound unto the Counties of Linn and Marion, State of Oregon, in the sum of $10,000.00 for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators jointly and severally by these presents.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on this the 6th day of September, 1900.

16/96
October 12, 1900

In the Matter of Retimbering the Joint Bridge across the North Santiam River at Stayton, Oregon.

It appearing to the Court upon the report of J.B. Tillotson and from personal investigation of said work that same has been satisfactorily completed.

IT IS THEREFORE ORDERED by the Court that the Clerk draw a warrant on the County Treasurer in favor of said J.B. Tillotson in the sum of $1,849.50, the same being one-half of the contract price of said work.

The following information is furnished by Nicholas Kelly of Stayton, Oregon, and information taken from the John Lau collection of pictures, which collection is now in the possession of Ernst Lau:

"The northerly span of the original bridge was washed out by a drift of logs during the high water in 1909, and a temporary rope foot bridge was put across the gap for foot traffic until a ferry could be put in operation.

In June of 1910 a contract was let between Marion and Linn Counties and Braly and Whitlock of Portland to construct a pier or piers. The contractor proceeded to work on the pier on the Marion County side of the river. That contract ended with the completion of this pier. Then at this time there was a temporary wooden span constructed to carry traffic until the steel could be shipped from the East Coast. This span wa dissembled and moved to Thomas Station to replace a bridge there across Thomas Creek.

In 1912 the center pier and the south pier on the Linn County bank of the river were constructed under the supervision of Tom Butler, who was the Linn County bridge superintendent.

The construction of the bridge itself was under the supervision of Tom Butler and a man from the steel company in Pennsylvania, fabricator of the steel spans. The steel was hauled from the railroad siding at Kingston with teams and wagons by Roy Brenner, Lee Downing and Lee Bailey. Mr. Nicholas Kelly worked on the construction of the piers and also on the temporary bridge and the steel spans."

18/281
June 1, 1910

In the Matter of the)
Contract between Braly &)
Whitlock and Linn and)
Marion Counties.)

On this day it is ORDERED that the contract heretofore entered into by and between Braly & Whitlock of Portland, Oregon, and the County Courts of Linn and Marion Counties, Oregon, the foundation of a bridge located near Stayton, Oregon, across the North Santiam River be placed on file and entered upon the records of this Court.

CONTRACT

This Agreement made this 14th day of May, 1910 A.D. by and between Braly & Whitlock, Engineers and Contractors of Portland, Oregon, and the County Courts of Linn and Marion Counties, Oregon; witness that Party of the First Part, viz., Braly & Whitlock, agree to furnish all materials required to put in a pier, or piers, as desired by said Court for the foundation of bridge located near Stayton, Oregon, across the North Santiam River, at a point where the present bridge now crosses said river, for the sum of $16.00 per day, time to commence from date of shipment from Portland to destination and return of plant to Portland. The said First Party to furnish all materials required and to perform all labor for actual costs, plus 20% of total.

It is further agreed that the prices of labor will be as follows: Foreman of Construction, $7.00 per day and expenses; Engineer, $4.50 per day; Pile driver men, $3.50 per day; common labor at local prices."] #2

It is understood that nine hours shall constitute a day.

The party of the second part, viz., the County Courts of Marion and Linn, hereby agrees to pay the above named amount in money as following, to-wit: Upon presentation to the respective Courts of the monthly payroll and materials for said amount shall be due and paid. Said payroll and material bills shall be presented the last day of each month. Upon the final completion and acceptance of the work, any unpaid money shall then become due.
Witness our hands and seals this 14th day of May, 1910 A.D.

Braly & Whitlock
By John P. Whitlock

Marion County W.M. Bushey
J.T. Beckwith

Linn County J.N. Duncan
T.J. Butte

June 9, 1911

In the Matter of the)
Contract for Two Steel)
Bridges at Stayton ,Oregon)

On this day it is ORDERED by the Court that the contract entered into by and between the Coast Bridge Company of Portland, Oregon, and the Counties of Linn and Marion, State of Oregon, for the construction of two steel bridges at Stayton, Oregon, be placed on file and entered upon the records of this Court.

Said contract is in the words and figures as follows, to-wit:

CONTRACT

This contract made this 6th day of June, A.D. 1911, by and between the Coast Bridge Company of Portland, Oregon, an incorporated company under the laws of the State of Oregon, and the Counties of Linn and Marion, State of Oregon.

WITNESSETH: The party of the first part agrees to deliver f.o.b. cars at Kingston, Linn County, Oregon, a station on the line of the C. & E. R. R., the steel fabricated, in shape and ready for the erection for two steel highway bridges, fabricated in two spans; each span to be 337 feet each, center to center of pins, with a clear roadway of 16 feet, and,

The party of the first part hereby agrees to have the above named bridges delivered at Kingston, Oregon, on or before April 1, 1912.

In consideration of the foregoing materials being furnished and delivered by the party of the first part to the party of the second part, within 30 days after the arrival of the above named materials the sum of $23,660.00; said amount being payment in full for the bridges and freight.

It is further agreed that should the party of the second part, within 30 days from date, decide that the length of these bridges be lengthened, the party of the first part hereby agrees to lengthen the entire structure ten feet without further charge.

It is further agreed tnat the plans and specifications attached to and made a part of this contract, shall govern in all cases, and that the bridges are to be fabricated exactly as specified.

And it is further agreed that these bridges shall be first class in every regard and are to be manufactured under these specifications in their entirety.

It is further agreed that the party of the first part will furnish, free of charge to the party of the second part, whenever they call for same, the necessary riveting tools that will be used in the erection of the two bridges.

It is further agreed that the party of the first part will furnish to the party of the second part, within ten days from date, a surety company bond in the sum of $25,000.00 for the faithful performance of the within contract.

It is further agreed that the two County Courts may, in their discretion, retain 25 per cent of the contract price until after the bridges are erected.

IN WITNESS WHEREOF, the parties to this contract have signed their names.

COAST BRIDGE COMPANY
By George A. Sears, Vice President
LINN COUNTY, OREGON
J.N. Duncan, County Judge
T.J. Butler, County Commissioner
O.H. Russell, County Commissioner
MARION COUNTY, OREGON
W.M. Bushey, County Judge
J.T. Beckwith, County Commissioner

It appears from the records that the total cost of this second bridge, including contracts, materials and force account work, was slightly under $50,000.00.

In 1930 the bridge was completely retimbered by the Marion County bridge crew under the direction of Phillip Fisher, bridge foreman. Then again in 1947, it was retimbered by the Marion County bridge crew under the direction of Ted Kuenzi, with the exception of the covered span which was removed and replaced with the steel span taken from Mill Creek on State Street in 1952. This project was under the direction of Joseph Robl, Marion County bridge foreman.

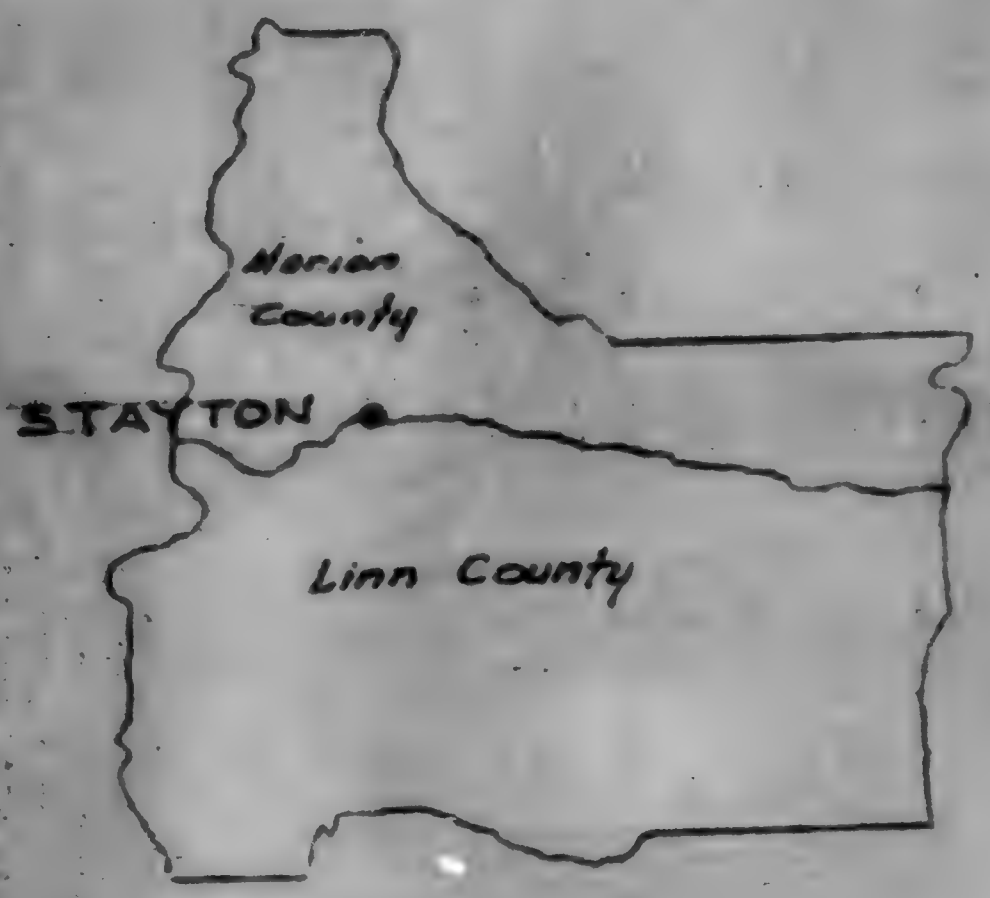
Then in 1953 the bridge was converted to one-way traffic with the installation of signal lights. It has been so operated until the present day.

Dedication

NORTH SANTIAM BRIDGE

Stayton, Oregon

Marion and Linn Counties



1:30 O'clock
November 4, 1965

PROGRAM

DEDICATION CEREMONY

Nov. 2, 1966

1:30 PM - 2:00 P.M
Concert - Stayton High School Band
Under Direction of

2:00 PM
Hon. Rex Hartley, Marion County Commissioner
Master of Ceremonies

Invocation:

Introduction of Guests

2:10 PM Speakers
Hon. Merlin Hervey, Mayor of Stayton
Representing inland route cities
Hon. Ray Maddy, Linn County Judge
Representing Marion & Linn Counties
Mr. Glenn Jackson, Chairman
Oregon State Highway Commission
Mr. Alfred W. Persons, Division Engineer
U.S. Bureau of Public Roads
Honorable Mark O. Hatfield
Governor-[illegible]

2:30 PM Official Bridge Opening
Hon. Mark O. Hatfield and

PROGRAM

DEDICATION CEREMONY

Nov. 4, 1966

1:30 PM - 2:00 P.M
Concert - Stayton High School Band
Under Direction of

2:00 PM
Hon. Rex Hartley, Marion County Commissioner
Master of Ceremonies

Invocation:

Introduction of Guests

2:10 PM Speakers
Hon. Sterlin Harvey, Mayor of Stayton
Representing inland route cities
Hon. Ray Maddy, Linn County Judge
Representing Marion & Linn Counties
Mr. Glenn Jackson, Chairman
Oregon State Highway Commission
Mr. Alfred W. Paresma, Division Engineer
U.S. Bureau of Public Roads
Honorable Mark O. Hatfield
Governor

2:50 PM official Bridge Opening
Hon. Mark O. Hatfield and

STATISTICS

Marion & Linn Counties . . . .

In the heart of the Mid-Willamette Valley — a rapidly growing area, rich in historical background, proud of its present achievements and eagerly facing the challenges of the Future.

LINN COUNTY

Established
Area: 2,30

Albany
Pop: 24,029
2 Inst Assessed Value: [illegible] 32,570
Summer: 65.6 Winter: 43.2
Summer: 2.34 Winter: 15.69
mbering, Agriculture, Manufacturing.
ddle State Park; Clear Lake and submerged ... McKenzie River and Koosah Falls; South Santiam River on U. S. Highway 20; Hoodoo Ski Bowl.

Linn County was named for U. S. Senator Lewis F. Linn (1795-1843) of Missouri. He was the author of the donation land law which gave free land to settlers in the West and which led to the homestead law. The principal industries of Linn County are: lumbering, agriculture and manufacturing. The world's largest Douglas Fir plywood plant is located at Lebanon. Linn County has an estimated 30,745,000,000 board feet of standing virgin timber. A mild climate with sufficient rain and sun produces one of Oregon's most diversified farming ... and perennial ryegrass. Dairy ... ted Linn County for new manufac... ...ted in Albany.

MARION COUNTY

Salem
Pop: 9,391
Area: 1,078
Average Temperature, Summer: 64.8 Winter: 42.7
Average Precipitation, Summer: 2.52 Winter: 14.73
Principal Industries: Government, Agriculture and Food Processing, Lumbering, Manufacturing
Points of Interest: State Capitol; Champoeg Memorial State Park; Silver Creek Falls, Detroit Dam; Canneries and Paper Mills; Santiam River, Lakes and State Parks, Willamette University and Mt. Angel College.

Marion County, then called Champoick, was created by the Provisional Government Legislative Committee July 5, 1843, six years before Oregon became a U. S. Territory and 16 years before statehood. In 1847 the name was changed to Marion honoring General Francis Marion, Revolutionary War hero whose successful campaigns against the British won him the popular title ... 4. The present courthouse ... On January ... County Board ... t of Marion

In the Past...

FIRST FERRY

For many years prior to 1875 it became apparent to the residents of Linn and Marion that it was vital to community growth that some means of crossing the North Santiam River near Stayton be provided. Ferry service was first started by a John Crier and later operated by James Lynch. On January 1, 1875, Mr. Frank Henline was granted a license to operate the ferry under the following order:

In the Matter of a Ferry)
License heretofore granted)
to F. M. Henline)

Now at this day came F. M. Henline to whom a license had heretofore been granted by this Court to keep and run a Ferry across the Santiam River near the town of Stayton, and prays the Court to establish and fix the rates of ferrage at said Ferry.

WHEREUPON it was ordered by the Court that said Henline be allowed to charge the following fares at said Ferry to-wit:

For	each	double team and wagon or carriage	.50
"	"	additional team	.25
"	"	man and horse	.25
"	"	horse and buggy	.25
"	"	head of loose stock	.12½
"	"	footman	.12½
"	"	head of hogs or sheep	.05

ORDERED that Court stand adjourned,

/s/ John C. Peebles
County Judge

Board Order

FIRST BRIDGE

COUNTY COURT, LINN COUNTY, JULY TERM, 1889
FRIDAY, July 5th, Second Day

In the Matter of Bids Received for the Construction of a Bridge across the Santiam River at Stayton

Now at this day the Clerk of this Court under the direction of the Court, proceeded to open the several bids filed herein by parties proposing to build said Bridge according to plans and specifications submitted by said parties with their several bids. And after duly considering the matter and thoroughly examining the plans and having them explained by the parties, and the Honorable County Judge and Commissioners of Marion County being present at the opening of said bids and concurring herein, the Court is of the opinion that Plan No. 1, in pier, submitted by Hoffman and Bates for the sum of $18,250.00 is, all things considered, the cheapest, best and most economical Bridge of any submitted.

IT IS, THEREFORE, ORDERED by the Court that said bid of said Hoffman and Bates be and the same is hereby accepted, and it is further ordered that a contract be drawn up and signed by said company or its authorized agents, and this and Marion County Court, in accordance with the plans and specifications submitted and requiring that said Bridge be constructed in strict compliance therewith and to have the same open for travel by the 1st of November, 1889. And further, that said Hoffman and Bates be required to execute and file with the Clerk of this Court a good and sufficient Bond to be approved by this Court in the sum of $18,250.00 conditioned to build said bridge in accordance with plans, strain sheet and specifications now on file with the County Clerk of this Court.

Board Order

Fi

Excerpts from early records of Dane and Marion Counties.

FIRST BRIDGE OVER THE NORTH SANTIAM RIVER AT STAYTON

Photo #1

Built in 1889 at a cost of $18,250. Bridge was destroyed by flood and log damage in 1909.

Photo #2

Shows extensive damage to bridge in 1909. A rope suspension was temporarily used for foot traffic until a ferry could be put into operation.

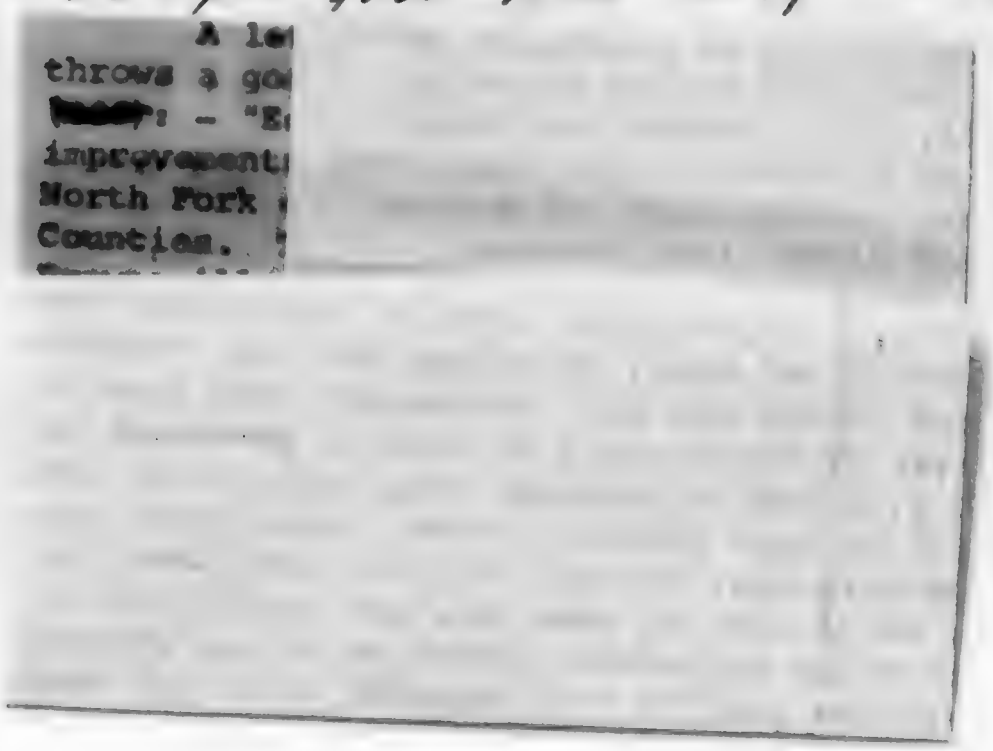
Dust cont...

Excerpts from Linn County Records

A letter to the editor of the Democrat-Herald of Albany in 1875 throws a good deal of light on the general ferry and bridge situation [illegible] - "Editor Democrat: Stayton, Dec. 14, 1875. Among the other improvements proposed in this neighborhood is a bridge across the North Fork of the Santiam River near Stayton, between Linn and Marion Counties. This bridge will be on the old and direct road between Brownsville, Lebanon and Scio, Linn County, and Silverton, Sublimity and Stayton, Marion County. There is a good bridge over the Calapooia at Brownsville, and a fine new one over the South fork of the Santiam near Lebanon, and two or three over Crabtree Creek. There is one bridge over Thomas Creek, in Scio, and above on the same creek there are two. There is also a bridge over Silver Creek at Silverton. The public needs a bridge at this point (Stayton) to complete the chain of bridges between Brownsville and Silverton; there is also another consideration of interest to many residents of Linn County. That part of Linn County known here as Canada and Jordan Valley, depend on crossing the river to take their grain and other produce to the railroad depots and other markets, and all the settlers on Fox prairie, King's prairie and other places hereabout often wish to [illegible]cross the river at this point, and the need of some place to cross the river here was very very much felt during the late high water. There are many persons water-bound here on either side of the river for seven or eight days at a time. The proposed bridge will cost, when completed, $5,100. The [illegible] farmers of Linn County in this neighborhood would like to have some assistance from the county and those of Marion, from that county. All the people in these parts are willing to subscribe liberally according to their ability."

Past cont. . .

Excerpts from Linn County Records


A le
throws a go
[redacted]: - "E
improvement
North Fork
Counties.

The following information is furnished by Nicholas Kelly of Stayton, Oregon, and information taken from the John Lau collection of pictures, which collection is now in the possession of Ernst Lau.

The northerly span of the original bridge was washed out by a drift of logs during the high water in 1909, and a temporary rope foot bridge was put across the gap for foot traffic until a ferry could be put in operation.

In June of 1910 a contract was let between Marion and Linn Counties and Braly & Whitlock of Portland to construct a pier or piers. The contractor proceeded to work on the pier on the Marion County side of the river. That contract ended with the completion of this pier. Then at this time there was a temporary wooden span constructed to carry traffic until the steel could be shipped from the East Coast. This span was dissembled and moved to Thomas Station to replace a bridge there across Thomas Creek.

In 1912 the center pier and the south pier on the Linn County bank of the river were constructed under the supervision of Tom Butler, who was the Linn County bridge superintendent.

From information furnished by Nicholas Kelly:

The construction of the bridge itself was under the supervision of Tom Butler and a man from the steel company in Pennsylvania, fabricator of the steel spans. The steel was hauled from the railroad siding at Kingston with teams and wagons by Roy Brenner, Lee Downing and Lee Bailey. Mr. Nicholas Kelly worked on the construction of the piers and also on the temporary bridge and the steel spans.

SECOND RIDGE ACROSS
NORTH SANTIAM RIVER

Photo #3

Construction of Center Pier
1912

Photo #4

Construction and falsework for
bridge. Shows "traveller" for erection
of steel spans, 1912

Go to the Future . . .

With the same awareness of the two counties of the early development of this area, the present officials of Marion and Linn Counties realize the great potential growth in this "inland" area.

Population projections by a Bureau of Municipal Research study indicate a steady growth for Stayton and the surrounding area. Past growth trends and a diversified economic base are the primary reasons for the expected growth. This study projects an ultimate population of 6,000 to 7,000 people for the City of Stayton at full holding capacity and an estimated population of 7,000 to 10,000 for the urban area. Based on past trends, the primary trade area of Stayton located in Linn County will also increase substantially.

Agricultural activites and retail trade and services dominate the local economy. Stayton is the center of an extensive agricultural region and several agriculturally-related firms in Stayton rely almost entirely on obtaining produce from the local area.

A survey of Stayton's economy indicates that a significant amount of the fruits and vegetables processed at the Stayton Canning Company came from Linn County. It is also revealed that large numbers of the seasonal employees come from communities in Linn County.

The "flood-gates" of subdivision growth have just started in this area. Look for an ever-increasing move in this direction as developers from Oregon, California and other states move in on prime "cheap" land for housing developments.

To summarize, the new bridge facility will play an important role in the future economic development of Stayton. The northern Linn County area provides vast amounts of produce for Stayton's agriculturally-based industries and is a prime consumer source for the retail stores and services. The new facility will provide an important economic and physical link between two areas with significant potential for dynamic growth and development.

NEW B[illegible] STATION

Photo #5

Aerial Photo of Bridge and or Constraction, ~~July~~ 1965
June 28

Photo #6

Completed Bridge, Courtesy Mockbright, Christmas Photo.

DETAILED INFORMATION
NEW NORTH SANTIAM BRIDGE

Main Structure: Reinforced Concrete & Steel

Total length	800 ft.
No. of Spans	8
Width of Roadway	30 ft.
One 5 ft. sidewalk	

Linn & Marion County structures: Rein. Concrete prestressed slab spans with 3 - 34 ft spans

Total length	102 ft	each bridge
No. of Spans	3	each bridge
Width of Roadway	30 ft.	each bridge
Five foot sidewalks	each side	

COST OF PROJECT

Main Bridge Structure	$396,400
Linn County Bridge	23,700
Marion County Bridge (34,500)	34,500
Approaches & Pavement	88,400
Right-of-Way, both counties	23,000
Engineering & Administration	40,000
Total Cost	$615,000

PARTICIPATION

Linn & Marion Counties	20%
State Highway Department	20%
U. S. Bureau of Public Roads	60%

STAYTON BRIDGE

Speakers: Rex Hartley - Master of ceremonies
Main Speaker- Governor Hatfield - 20 min.
Rep. Cities - Mayor Morey (Stayton) 5 min.
Rep. Counties - Judge Maddy (Linn) 5 min.
Rep. State Hwy - Forrest Cooper 5 min.
Rep. [redacted] - Al Parsons 5 min.

Invited Guests:

1 - 5 Impl. (Speakers & [redacted])

Counties:
6 & 7 - 2 Commissioners Linn County
Floyd D. Jenks and W. Burl Ingram
8 & 9 - 2 Commissioners Marion County
Henry Ahrens and Pat McCarthy

Cities:
Stayton - Speaker
10 - Mayor of Oregon City - V. H. [redacted]
11 - Mayor of Molalla - Oswald Mason
12 - Mayor of Silverton - G. B. Arrington (Dentist)
13 - Mayor of Sublimity - Ralph M. Lulay
14 - Mayor of Stayton - Merlin L. Morey
15 - Mayor of Scio - Kenneth J. Purdy
16 - Mayor of Lebanon - Jean R. Blalock
17 - Mayor of Brownsville - Charles F. Fullager
18 - Mayor of Sweet Home - Gerald Wooley
19 - Mayor of Springfield - David L. Scofield
20 - Mayor of Eugene - Edwin E. Cone
21 - Mayor of Albany - Russell W. Tripp

State Legislators
22 - John Anunsen
23 - Cornelius Bateson
24 - L. B. Day
25 - Morris Crothers
26 - E. Ahrens
27 - Robt. Elfstrom
28 - Huston (Sen.)
29 - Gwin (Rep.) (Lettering?)

National - Elected Officials
30 - Wayne Morse
31 - Maurine Neuberger
32 - Wendell Wyatt
33 - Al Ullman
34 - Someone to represent area-wide - Chamber of Commerce & other civic groups

How about - State Hwy Commission?
- Historical Society

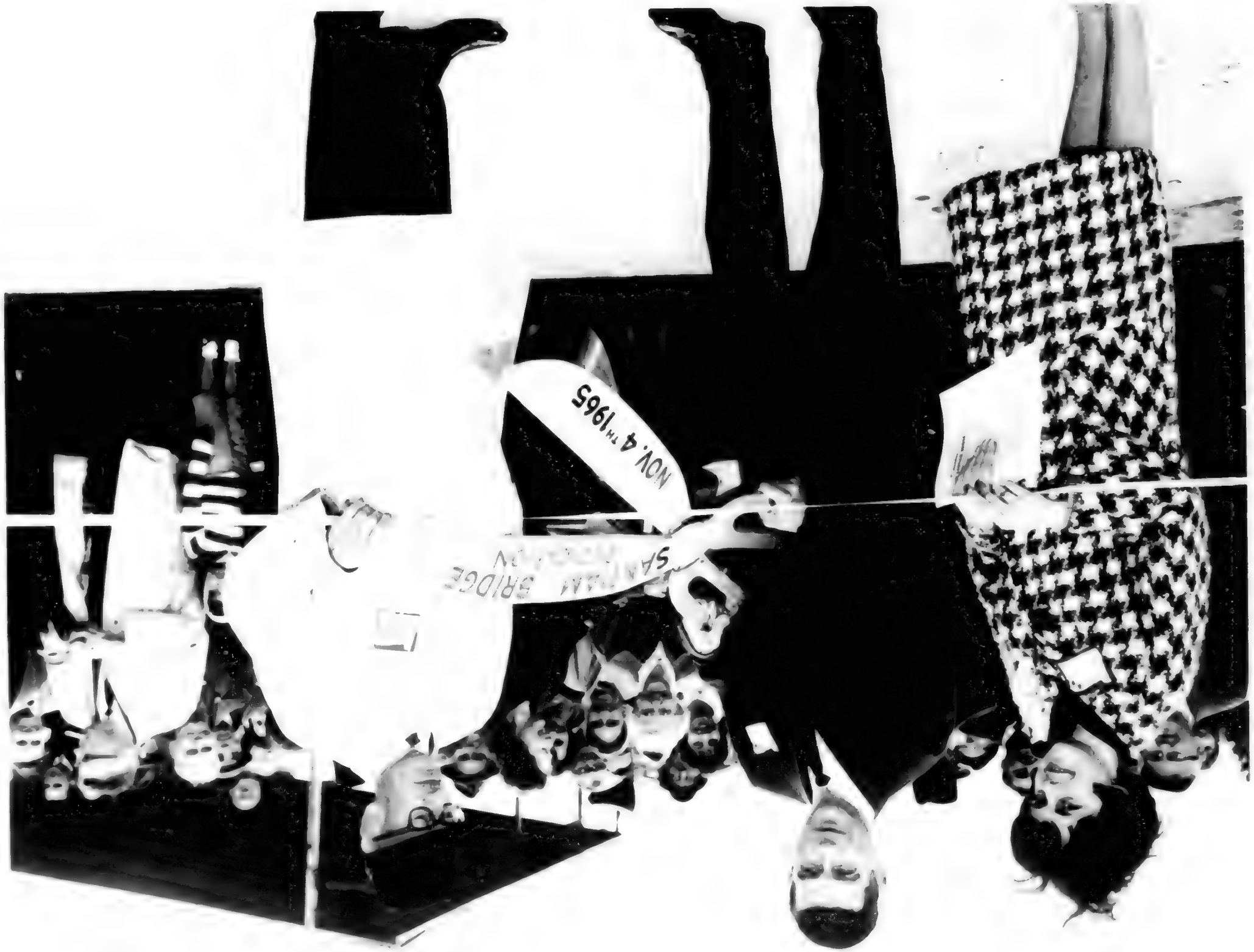
Say seating for 30 people

~~Personal Contacts~~
Ford Bros Contacts

PARTICIPATING AGENCIES

Marion County
Linn County
Oregon State Highway Commission
U. S. Bureau of Public Roads

F. A. S 570
Project No. S 147


NOV. 4 TH 1965
SAN JUAN BRIDGE

6-1610 Coos Bay Traffic Signals on Broadway St. (Oregon Coast Hwy.) at Commercial Ave. 1965

#6530

RECEIVED
JUN 4 - 1965
FOR FILING
6-4-65
6530

June 4, 1965

Glens Falls Insurance Company
Pacific Coast Department
Cahill Building
San Francisco, California 94104

Gentlemen:

On May 3, 1965, we wrote to you concerning release of final payment on Contract No. 6530 awarded to Hansen Electric Company for traffic signal installation at Broadway and Commercial Avenues in Coos Bay on the Oregon Coast Highway in Coos County.

Final payment on this contract is $4,940 and the total contract amount is $4,940. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Hansen Electric Company
245 S. 2nd Street
Coos Bay, Oregon

Juul Insurance Agency
1782 Virginia Avenue
North Bend, Oregon

C H Maison
Attn: John Herr

RECEIVED
JUL 12 1965
FOR FILING

6-1610

6530

32.

June 1, 1965

Hansen Electric Co.
245 S. 2nd Street
Coos Bay, Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 1, 1965, considered your request for an extension of the specified completion date from April 1, 1965, to April 23, 1965, to complete Contract No. 6530 for traffic signal installation on Broadway at Commercial Avenue in Coos Bay of the Oregon Coast Highway in Coos County.

After considering the recommendation of the Engineer and other available information, the Commission granted your request of an extension of the specified completion date from April 1, 1965, to April 23, 1965, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

gp

cc L. R. Chandler
Eugene Ash
I. D. Merchant
L. M. Young
C. H. Maison

RECEIVED
MAY 18 1965
FOR FILING

6530

May 18, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 2
June 1, 1965 meeting

Gentlemen:

Hansen Electric Company, contractor for the installation of a traffic signal at Broadway and Commercial Streets in Coos Bay on the Oregon Coast Highway in Coos County (Contract No. 6530), has requested that the specified completion date for the work be advanced from April 1, 1965, to April 23, 1965, without assessment of liquidated damages.

The contractor's request is predicated on the fact that changes in plans for mast arm design and pole mounting heights of signal arms made after award of the contract delayed the overall completion of the work.

The contractor's contention is correct. I recommend that the requested extension be granted without assessment of liquidated damages.

This will be on the agenda for the June 1 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
L. R. Chandler

CAG:jm bg

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

FOR

Extension of Time to Complete Contract

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 6530 (Br.) Contractor Hansen Electric Company

Highway Oregon Coast (Coos Bay)

Section Broadway (Oregon Coast Highway) at Commercial Ave.

Kind of Work Traffic Signal Installation Job No. 7544C

It is recommended that such extension be granted as requested under the following terms and conditions:

Delay due to change in mast arm and pole mounting design after award of contract.

Recommend extension be granted without assessment of liquidated damages

Recommended for Approval:

John Quigley Jr
Asst.
Division Engineer

Isaac V. Merchant
Construction Engineer or Bridge Engineer

John H. Gibbs
Asst
State Highway Engineer

Contract No. 6530 (Br.)

Project designation State
State—Federal

Date awarded January 27, 1965

Work started March 2, 1965

Per cent completed 100% on 4/23/65 15% on 4/1/65
Date

Specified completion date April 1,1965

Previously extended to none

Extension requested to April 23, 1965

Form E-320—3M—9-56

OREGON STATE HIGHWAY COMMISSION

Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date April 23, 1965

Gentlemen:

We, the undersigned, respectfully request an extension of 24 days time, from April 1st, 1965, to April 24th, 1965, within which to complete our Contract No. 6530, described as follows:

Traffic signal installation Job No.7544C Contract No.6530, Broadway and Commercial Streets, Coos Bay, Oregon.

The above request is based upon the following reasons: Delay in delivery of poles and mast arms due to the fact that the Highway Department changed the mast arm design and mounting heights of signals on arms, which are different from the plans which we used for bidding purposes printed date January 1965, we respectively request an extension on our contract.

Poles were received on Friday P.M. April 9, 1965 and set same the first of the next week. Pole delivery was delayed 28 days from March 12th to April 9th.

Respectfully submitted,

Hansen Electric Co
Contractor

By Dale H Hansen Partner

CONSENT OF SURETY

Date April 23, 1965

We, Glens Falls Insurance Company,
Glens Falls, New York, as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

Rudolph W. Zuul
Attorney-in-fact

(SEAL)

Rudolph W. Zuul
Resident Agent

State Printing 97813

RECEIVED
MAY 3 - 1965
FOR FILING
6-1610
6-5-1

April 30, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April 23, 1965, on Contract No. 6530. The contract was with Hansen Electric Company and was for installation of traffic signals at Broadway and Commercial Avenues on the Oregon Coast Highway in Coos Bay in Coos County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 30, 1965, and that you concur in this procedure at the Commission meeting on June 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Marchant
C. M. Maison
L. R. Chandler

TE:bg

RECEIVED
MAR 18 1965
FOR FILING
6530

March 16, 1965

Nasburg Insurance Agency
P. O. Box 720
Coos Bay, Oregon

Re: Contract No. 6530
Hansen Electric Co.

Attention: C. Andrew Nasburg

Gentleman:

This is in reply to your letter in behalf of Hansen Electric Company regarding Workmen's Compensation specified in the above contract.

As you know the Standard Specifications require the contractor to furnish coverage by the State Industrial Accident Commission insofar as such protection is available from that Commission. You state that Hansen Electric Company has rejected this coverage in favor of a private carrier for the reason that the State was unable to cover its Longshoremam Harbor Workers' exposure.

We fail to see how this exposure would in any way be involved in the traffic signalization work to be done under the above contract. Our Counsel advises that, in any event, the State Industrial Accident Commission is authorized specifically by statute to insure employers against their liability under the Act of Congress known as the Longshoremam's and Harbor Workers' Compensation Act. See ORS 656.044.

Although we can understand your client's desire to keep its entire coverage in one place, to waive this requirement would be a modification of the contractual obligations of the contract which might well give rise to criticism of unfairness, if not actual legal action, by other bidders who bid the job prepared to pay the rates established by the Industrial Accident Commission.

For this reason we could not recommend waiver of this requirement.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
R. L. Porter
Deputy State Highway Engineer

[redacted]:hg

CC - Mr. Floyd Query

cc Mr. Forrest Cooper
Mr. Victor D. Wolfe
Mr. G. E. Rohde

RECEIVED
MAR 9 - 1965
ENGINEERING

FORM S-302—SCH—7-64 SP*6230-754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 9, 1965

SUBJECT: Contract No. 6530

To: Mr. D.B. Parkes
Office Engineering

B U I L D I N G

Work was started on the Coos Bay (Broadway at Commercial) Traffic Signals on the Oregon Coast Highway in Coos County on March 2, 1965.

Ivan D. Merchant
Bridge Engineer

jm

cc: F.A. Query

NOTED
FLOYD QUERY

RECEIVED
MAR 15 1965
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 2797

6-1610
-E-
6530

Salem, Oregon
February 4, 1965

Agenda Item 4-d-5
Traffic Signal Installation
Broadway & Commercial Ave.
Coos Bay, Oregon

Mr. F.B. Crandall
Traffic Engineer
Building

Attached is a conformed copy of an agreement with the city of Coos Bay covering installation of pre-timed traffic signal at intersection of Broadway and Commercial Avenue on Oregon Coast Highway in Coos Bay.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the city of Coos Bay.

Secretary

FH
Attach: 1

Form A-128

OREGON STATE HIGHWAY DEPARTMENT

Coos Bay
Traffic Signals

Project Authorization and Record of Work Orders

NOTED
DON HARWELL

Section Broadway (Oregon Coast Hwy.) at Commercial Ave.
Highway Oregon Coast (Coos Bay)
County Coos
Kind of Work Traffic Signal Installation Job No. 7544C
Contractor Hansen Electric Company, 245 South 2nd, Coos Bay Oregon
Specified Work Days Completed by April 1, 1965

Contract No. 6530 (Br)
F. A. Project No. State Project
Job Prefix 6-1610
Date of Award January 27, 1965
Division Engineer L.R. Chandler
Resident Engineer Eugene Ash

CONSTRUCTION AUTHORIZATION

NOTED
P. B. A[illegible]

Contract amount		$ 4,940.00
Additional anticipated items:		
NONE		
		$
Subtotal		$ 4,940.00
Contingencies (4½%)		222.30
Construction Engineering (8%)		395.20
Subtotal		$ 5,557.50
Credit for maintenance rock		
Total original construction authorization		$ 5,557.50

RECEIVED
FEB 1 1965
ENGINEER
COUNTY & CITY DIVISION

NOTED
R. M. ALLISON

NOTED
H. H. FRANCE

Authorization increases, approved by Commission:

NOTED
H. S. COX

NOTED

	$
Total present construction authorization	$

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS

(Continued on reverse side)

State Printing

RECEIVED
JAN 29 1965
FORCE ACCOUNTS

GLENN L. JACKSON, Chairman
MEDFORD
KENNETH N. FRIDLEY, Member
WASCO
DAVID B. SIMPSON, Member
PORTLAND

FLOYD QUERY, Secretary
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 27, 1965

Hansen Electric Company
205 2nd Avenue
Coos Bay, Oregon

Gentlemen:

The State Highway Commission on January 27, 1965 awarded to you State Highway Contract No. 6530 for the following project:

Coos Bay Traffic Signals on Broadway Street (Oregon Coast Highway) at Commercial Avenue in Coos County.

This award was based on your low bid of $4,940.00 which was submitted to the Commission on January 12, 1965 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. M. Young
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
DEC 30 1964
FOR FILING

December 30, 1964

2723
2714

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the January 26 Commission meeting will be an agreement covering the installation of traffic signals at the intersection of Broadway and Commercial Avenue in the city of Coos Bay.

This agreement provides for the installation of a pre-timed traffic signal estimated to cost $6,500. The City has deposited its check in the amount of $3,250 to cover its share of the work. Upon completion of the installation, the City is to maintain the signals and care for all electrical energy.

Your approval is recommended and your authority requested for the Secretary's signature for and on behalf of the Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall
C. H. Maison
L. R. Chandler

njc fm

6530

FORM E-30X—30M—12-63 84677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
December 14, 1964

NOTED
P. B. Arensmeier

SUBJECT: Traffic Signal Installation
Broadway & Commercial Avenue
Coos Bay

To:

C. H. Maison
Auditor
BUILDING

NOTED
R. H. PRANCE

Attention: John Herr

Attached is the City of Coos Bay's warrant #1868 in the amount of $3,250.00 which is the required advance deposit for the City's share of the project cost.

RECEIVED
DEC 17
ENGINEER
COUNTY & CITY DIVISION

F. B. Crandall
Traffic Engineer

nje
Attachment

cc: Ivan Merchant
H. S. Com

NOTED
V. R. JONES

RECEIVED
OCT 29 1964
FOR FILING

October 29, 1964

Mr. Harold A. Leedom
City Engineer
P. O. Box 218
Coos Bay, Oregon

1723
1714

Dear Mr. Leedom:

Your letter of October 14 indicates approval of the City Council with respect to cooperative installation of a traffic signal at the intersection of Commercial Avenue and Broadway (US101) and that the signal agreements, check, resolution, and power company permit will be forwarded as soon as available.

You indicate that the Council is still interested in signalization of Broadway (US101) and Market and request a cost estimate with respect thereto looking to the possibility of including the two signal jobs in one contract and thereby obtaining a better price. The cost of signalization at the Market intersection would be comparable with that of the one at Commercial, namely, $6,500. I doubt if there would be any appreciable saving and suggest that we proceed with the installation of the Commercial Street signal and consider any installation at Market Street as a separate unit of work.

I wish to emphasize that plans and specifications for the Commercial and Broadway installation are completed and scheduled for contract letting at the December 8 Commission meeting. Considering the lead time required for advance advertising for bids, unless the agreements are processed and finalized at an early date it will be necessary to postpone the call for bids until the January meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

FBC:mjc jw

bc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler

J. WALTER BARHAM, CITY MANAGER

HAROLD A. LEEDOM
CITY ENGINEER

CITY OF COOS BAY

P. O. BOX 218
COOS BAY, OREGON

October 14, 1964

Oregon State Highway Department
Highway Department Building
Salem, Oregon 97310

Attention: Mr. Tom Edwards, Assistant State Highway Engineer

Dear Mr. Edwards:

The Coos Bay City Council, at their regular meeting of October 12, 1964, approved the installation of the pre-timed traffic signal at Commercial Avenue and Broadway. The signed agreements, check, resolution and written permission from the power company will be forwarded to you as soon as they are available.

The City Council is still interested in having a signal at Broadway and Market and would appreciate a cost estimate from you as soon as possible. If the cost is such that the City can afford the installation, we would like to have both the Commercial and Market signals installed at the same time because of the possibility of a better price from the contractors.

Very truly yours,

Harold A. Leedom

Harold A. Leedom P.E.
City Engineer

HAL:m

RECEIVED
OCT 15 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 15 1964
OREGON
STATE HIGHWAY COMMISSION

Ord and Bacon 10/16

RECEIVED
OCT 15 1964
TRAFFIC ENGINEERING

RECEIVED
OCT 9 - 1964
FOR FILING

6 16 10
6 5 47

October 5, 1964

2123

Mr. J. Walter Barham
City Manager
City Hall
Coos Bay, Oregon

Dear Mr. Barham:

Your letter of September 21 indicates the Council's desire to have signals installed at the intersection of Market and Broadway, rather than the intersection of Commercial and Broadway. You request our thoughts with respect to this alternate location.

From a purely intersectional signal warrant standpoint, the Commercial intersection has considerable more side street entering traffic than is the case at Market, plus an appreciably greater number of pedestrians. With respect to the vehicular volume, side street entering traffic at Market is only 1,600 as against some 3,000 at Commercial. As to pedestrians, and I think this is particularly important, at Market Street (during a 16-hour period) the combined pedestrian movement in the north and south crosswalks at Market Street is 205 as compared to a corresponding figure of 807 at Commercial.

With respect to capacity deficiency (particularly during peak hours) some help might be obtained at the Commercial Street intersection by eliminating parking along the westerly side of Broadway and setting up a curb lane to care for southbound right-turn movement. This right-turn movement is 1,087 vehicles per day and the additional lane (some of them could move on "RED" after stopping) would offer some relief.

All things considered, we are still of the opinion that the signal would give better service at Commercial rather than at Market. However, since the problem is one of getting traffic in from the side streets, and since either location would have the same effect on the main line, we believe it appropriate that

the City select the site. We have prepared and forward herewith agreements for each alternate. Please approve one.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachments

bc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler (Enc.)

FBC:mjc/TE:jw

BREWER MILLS, MAYOR

SISTER CITY
LARVIK, NORWAY

J. WALTER BARHAM
CITY MANAGER

CITY OF COOS BAY

P. O. BOX 218
COOS BAY, OREGON

September 21, 1964

Oregon State Highway Department
Salem
Oregon

Attention - Mr. Tom Edwards
Assistant State Highway Engineer

Dear Mr. Edwards:

Your letter of August 24 in regard to the traffic signals at the intersection of Broadway and Commercial has been received.

The Council would like to have the traffic signals installed at the intersection of Market and Broadway, with the timing tied to the Central and Broadway intersection. It is their thought this would accomplish a dual purpose. Your thinking on the above would be appreciated.

In the event there is no serious objection by the Highway Department we would appreciate the State-City Agreement being prepared for the installation at that intersection.

Very truly yours,

J. Walter Barham.

J. Walter Barham
City Manager

JWB/rb

Granall
RD

RECEIVED
SEP 24 1964
TRAFFIC ENGINEERING

RECEIVED
SEP 24 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG - 3 1964
FOR FILING
6-1610
6 ct 30

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
July 23, 1964

To: Tom Edwards
Ass't. Highway Engineer
B U I L D I N G

SUBJECT: Traffic Signal Investigation
Broadway (US101) at Commercial St.
Coos Bay

Ref. to Traffic 8-3-64

There is attached a report from Division III recommending the installation of a pretimed traffic signal at the intersection of Broadway and Commercial Streets in Coos Bay.

Traffic volumes at this location do not quite meet the standard warrants, however, in view of the accident record both at this intersection and the angle collisions at the Central Avenue intersection one block to the south, it is believed that installation of the signal would be warranted.

Your approval is recommended.

L. E. George

F. B. Crandall
Traffic Engineer

VPJ:sm
Attachment

Approved 7/30/64 Copy to Traffic 8-3-64

NOTED
TOM EDWARDS

RECEIVED
JUL 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

E B Crandall

FORM E-80X 50M 2-63 49000

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

[illegible], 64

[illegible]

SUBJECT: [illegible] sections (Urban)
[illegible]

To: [illegible]
D [illegible]
C [illegible]

As per your verbal instructions May 19, 1964 I have reviewed the attached reports for the five subject sections.

Priority No. 1 involves Broadway between Highland Avenue and Central Avenue. Broadway being the southbound leg of a one way couplet. The two intersections of concern is Central Avenue (Empire - Coos Bay Highway) and Commercial Avenue.

Some months ago Mr. Walter Barnam, City Manager, Coos Bay requested an investigation to determine if traffic signals were warranted at Market Avenue and Commercial Avenue on Broadway.

16 hour manual turning movement counts factored to 24 hours taken November 14 and 15, 1963 indicated that 10,704 vehicles entered the intersection of Commercial Avenue and Broadway. 7,144 or 85% entered from the north and 1,612 or 15% entered from the east and west. Of those vehicles entering from the north on US101, 1,124 made the right turn north to west. 223 made the left turn north to east. Of the 1,065 entering from the west, 602 made right turns on to US101 west to south. 581 pedestrians crossed US101 at this location. 837 pedestrians crossed Commercial Street.

The attached traffic signal warrant comparison sheet reveals that neither the minimum vehicular volume warrant or the interruption of continous traffic warrant is met at this location. However, the accident experience warrant is exceeded.

There were 25 reported accidents at this intersection during the period from January 1, 1958 to December 31, 1963. There were nine angle, six rear-end, five turning, two non-collision, two pedestrian and one parking type accidents. There were no fatalities, but eight persons were injured. There were eight accidents in 1963, six of which were types preventable by signalization.

7/17/64

Clark has been requested to and is now ready to report on new counts at above. New counts do not change his recommendation.

The intersection of Central Avenue and Broadway has an existing traffic signal. There were twenty reported accidents at this intersection during the year 1963. There were seven angle, seven rear-end, four turning, one parking and one fixed object type accidents. There were no fatalities, but there were six persons injured. Four of seven angle accidents involved a signal indication violation by south bound U5101 traffic; two east bound and one west bound Central Avenue violation.

The possibility of establishing a one-way couplet on Central and Commercial Avenues was investigated in 1962. Attached is some correspondence indicating that such a couplet would cost $138,000. This would involve the repaving of Commercial Street for $49,000. The bulk of the total sum, $83,000, was for right of way, grading and paving of the connection between 7th and 6th Streets. $9,000 was estimated for the traffic signal at Broadway and Commercial Avenue. The cost of the traffic signal would be shared 50 - 50 with the city. It would be anticipated that a state 75%, city 25% split on the balance.

In view of the foregoing it is recommended that a two phase, pre-timed signal be installed at the intersection of Commercial Avenue and Broadway with an interconnect circuit with other existing signals on Broadway. Such an installation is estimated to cost $6,000 to be shared on a 50 - 50 basis with the city of Coos Bay. Considerable more study would have to be undertaken to determine the merits of a one-way couplet on Commercial and Central Avenues, but would undoubtedly improve conditions at the signalized intersection of Central Avenue and Broadway.

I concur with the Priority No. 2 report.

Priority No. 3 on Main Street, the west bound portion of a couplet on the Medford - Provolt Highway. I have not had an opportunity to make a field investigation of this location. Mr. Vern Thorpe, Director of Public Works, Medford called me Tuesday, May 19, 1964 and asked that at my next opportunity I accompany him to several locations in Medford, one of which was the Main and Oakdale Street intersection.

Clark and Thorpe met and agreed that no action now indicated.

Priority No. 4 on 6th Street, the southbound half of a one-way couplet on the Redwood Highway. During April I contacted Mr. Bob Bothman, Sign Engineer and asked that all of the arrows and "Only" stencils be replaced in Grants Pass on both the ... of Street.

Has not yet been done.

Several days later I contacted Mr. Al Archibald and asked that trail blazers be hung on the existing signal span wires within this section to get [illegible] left lane to attempt to eliminate left turns onto [illegible] Street from the wrong lane. These two items may have already been implemented. At the time that Mr. Williams utilized some notes that I had made in the field I was convienced that the side street signal indications on "D" and "F" Streets should be increased to 12" lenses. Since that time I have obtained more detailed accident information and find that the traffic signals are being violated on 6th Street proper rather than the side streets. Six angle collisions have occurred due to such violation; two at "D" Street, three at "F" Street and one at "G" Street. There was one such angle accident, eastbound, on "D" Street and one west bound on "G" Street. As the signal indications on 6th Street are considered adequate, I would not now recommend 12" lenses on the side street at "D" and "F" as earlier deemed appropriate.

Trail blazers in.

Priority No. 5 involves the Coos Bay - Roseburg Highway at the intersection of Central and Second Street. The recommendation to make Central Street one-way southbound and Second Street one-way eastbound from Central to Adams would eliminate all five of the accidents which occurred at this intersection during 1963. However, such routing was been tried for a period of time some years ago. The city of Coquille requested it be discontinued and revised to the current configuration due to criticism from local business establishments. I concur with Mr. Baker that this should be attempted again. I would suggest that this be made a matter of a meeting with city officials before any consideration as to its implimentation due to past opposition.

Clark wants to look at one-way couplet again but as he says this was reversed once by Council.

ORIGINAL SIGNED BY GLEN L. CLARK
DIVISION TRAFFIC ENGINEER
Glen L. Clark
Division Traffic Engineer

G.L.C:crd

cc: F. B. Crandall
Bob Bothman
George Baker
R. L. Lammert

APPROVED
L. R. CHANDLER
DATE 5/27/64

OREGON STATE HIGHWAY DEPARTMENT

DIVISION III - ROSEBURG

November 1963

Traffic Signal Warrant Comparison

LOCATION: Broadway at Commercial Avenue

Coos Bay

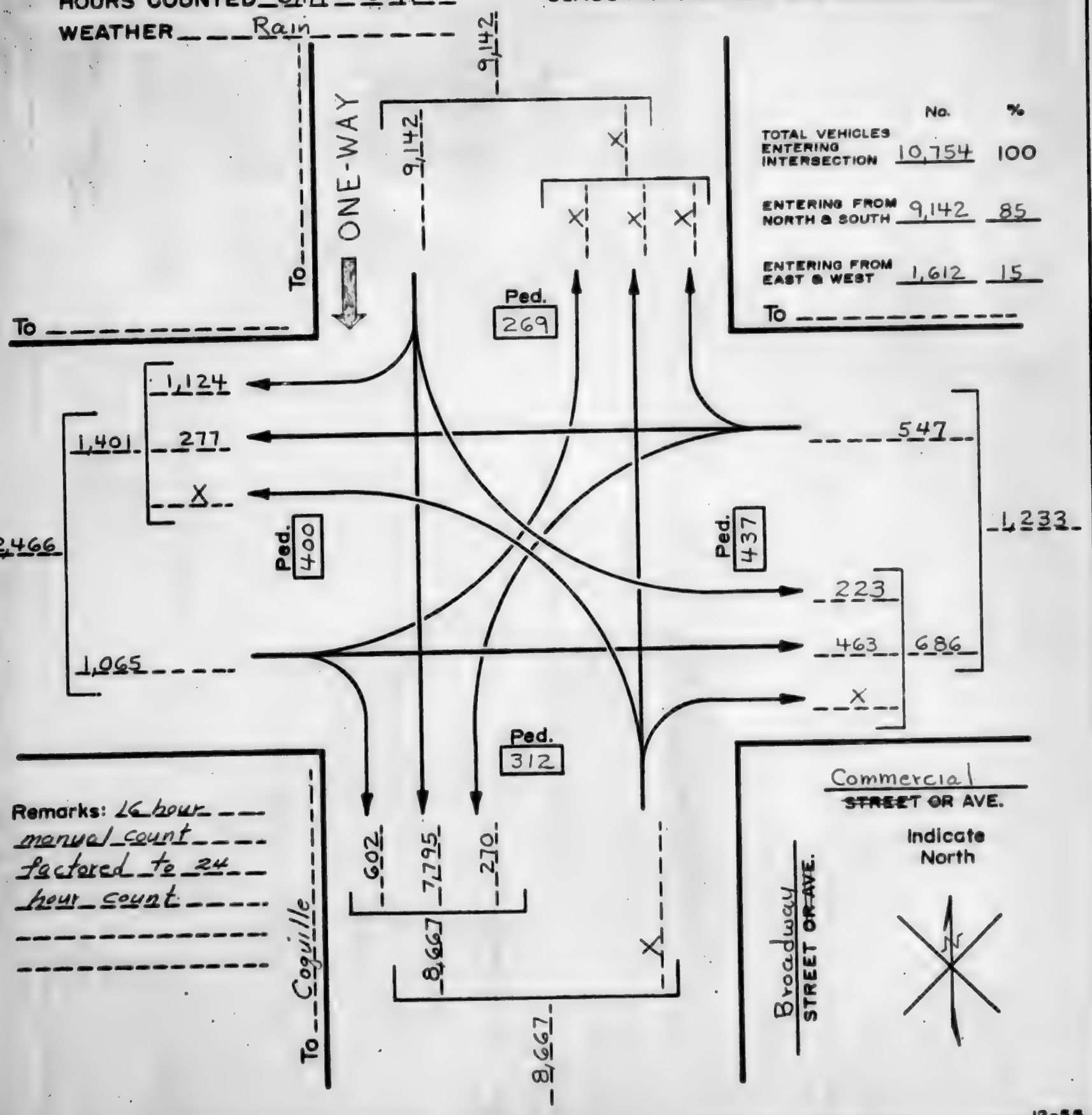
Item	Observed Conditions	Minimum Warrant
Minimum Vehicular Volume Warrant:		
Average Hourly Volume on Major St.-Max. 8 hours (Total of both approaches)	700	600 1/
Average Hourly Minor St. Volume-Same 8 hours (Highest hourly volumes from either approach)	85	150
Interruption of Continous Traffic Warrant:		
Average Hourly Volume on Major St. Max. 8 hours (Total of both approaches)	700	900
Average Hourly Minor St. Volumes-Same 8 hours (Highest hourly volumes from either approach	85	75
Minimum Pedestrian Volume Warrant:		
Average Hourly Volume on Major St.-Max 8 hours (Total of both approaches)	700	600
Average Hourly Ped. Vol. across Maj. St.-Same 8 hrs. (Highest volume crosswalk)	33	150
Accident Experience Warrant:		
Preventable Accidents (Last 12 months)	6	5

REMARKS: 1/ Broadway is one-way Southbound (2 Lanes)

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE November 14-15, 1963.
DAY OF WEEK Thursday-Friday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6AM-10PM.
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6AM-10PM
WEATHER Rain

CITY OF Coos Bay
INTERSECTION OF Broadway
AND Commercial Ave
STATION NO.
CODE NO.
CLASSIFICATION All vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	10,754	100
ENTERING FROM NORTH & SOUTH	9,142	85
ENTERING FROM EAST & WEST	1,612	15
To		

Remarks: 16 hour manual count factored to 24 hour count

12-58

Form E-82 2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date ..... November 14-15, 1963
Day of week ..... Thursday - Friday
Hours counted ..... 6AM - 10PM
Weather ..... Rain
Classification ..... All vehicles

	TIME	SUMMARY BY MOVEMENTS												TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West					
A.M.	6:00- 7:00	4		9		181		5	8	5		14		226	194	86	32	
	7:00- 8:00	3		39		427		15	16	8		20		528	469	89	59	
	8:00- 9:00	12		66		426		17	25	16		39		601	504	84	97	
	9:00-10:00	9		60		448		24	33	14		33		621	517	83	104	
	10:00-11:00	28		78		508		25	41	28		65		773	614	79	159	
	11:00-12:00	24		80		478		24	39	13		44		702	582	83	120	
	12:00- 1:00	29		100		634		32	49	24		43		911	763	84	148	
P.M.	1:00- 2:00	27		125		644		16	45	17		49		923	796	86	127	
	2:00- 3:00	[illegible]		[illegible]		546		22	30	29		56		784	647	83	137	
	3:00- 4:00	18		86		578		12	34	16		40		804	702	87	102	
	4:00- 5:00	[illegible]		[illegible]		664		19	30	20		53		926	804	87	122	
	5:00- 6:00	[illegible]		[illegible]		550		21	28	29		38		804	688	86	116	
	6:00- 7:00	[illegible]		[illegible]		[illegible]		8	13	11		14		371	325	88	46	
	7:00- 8:00	[illegible]		[illegible]		[illegible]		4	12	5		15		305	269	88	36	
	8:00- 9:00	[illegible]		[illegible]		[illegible]		5	5	6		18		287	253	88	34	
	9:00-10:00	3		8		173		3	13	4		6		210	184	88	26	
A.M.	10:00-11:00																	
	11:00-12:00																	
	12:00- 1:00																	
	1:00- 2:00																	
	2:00- 3:00																	
	3:00- 4:00																	
	4:00- 5:00																	
	5:00- 6:00																	
	24-Hour total .	[illegible]		[illegible]		7795		277	463	270		602		10,754	9,142	85	1,612	
	16-Hour total .	[illegible]		[illegible]		[illegible]		252	421	245		547		9776	8,311	85	1,465	
	___-Hour total .																	
	Control . . .																	
	Factor . . .																	

Broadway St. is North and South

Commercial Ave. St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Coos Bay

Intersection Broadway & Commercial Ave.

Station number

Code number

Classification All vehicles

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	ENTERING VOLUMES SUMMARY BY LEGS North	East	West	South	PEDESTRIANS USING CROSSWALKS North	East	West	South
	14		226	194	86	32	14	194	10	22		-	1	5	2
	20		528	469	89	59	11	469	23	36		2	4	6	6
	39		601	504	84	97	16	504	33	64		5	8	10	8
	33		621	517	83	104	17	517	38	66		15	23	25	14
	65		773	614	79	159	21	614	53	106		38	31	39	23
	44		702	582	83	120	17	582	37	83		20	39	38	40
	43		911	763	84	148	16	763	56	92		40	68	56	30
	49		923	796	86	127	14	796	33	94		39	77	58	54
	56		784	647	83	137	17	647	51	86		24	49	38	40
	40		804	702	87	102	13	702	28	74		21	29	32	36
	53		926	804	87	122	13	804	39	83		31	44	38	31
	38		804	688	86	116	14	688	50	66		9	16	18	11
	14		371	325	88	46	12	325	19	27		8	15	13	8
	15		305	269	88	36	12	269	9	27		10	14	5	2
	18		287	253	88	34	12	253	11	23		3	10	11	-
	6		210	184	88	26	12	184	7	19		4	9	8	2
	602		10,754	9,142	85	1,612	15	9,142	547	1,065		269	437	400	312
	547		9,776	8,311	85	1,465	15	8,311	497	968					

outh

Vest

Tabulated by CK

Computed by CK

Checked by

Checked by

FORM H-BOX 8OM 3-62 49808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
October 23, 1963

SUBJECT: Traffic Matters
Empire & Coos Bay

To: L. R. Chandler
Division III Engineer
Roseburg

On Monday, October 21, I attended the meeting of the League of Oregon Cities in Portland. During the meeting Mr. Ed English, City Manager of Empire, contacted me in regard to the need for traffic signals or some other treatment at the intersection of Commercial and Newmark.

Also, Mr. Walter Barham, City Manager of Coos Bay, contacted me in regard to the need for signals at the intersections of Broadway at Central and Commercial. It appears that traffic on Broadway backs up from the existing signal at Central Avenue and blocks the Commercial Street intersection and results in congestion.

Will you please have Clark look into these two matters and submit a report.

Val Johnson
Traffic Control Engineer

VPJ:sm

I-5-3(66) Anlauf-Elkhead Sec., Pacific 1965
155 Hwy. (Roadside Improve.)
#6531

RECEIVED
DEC 6 - 1966
FORM E-30 BOM 7-64 GPO 822-734

I-5-1(55)154
6221

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 2, 1966
Salem, Oregon

SUBJECT: SPRAGUES, INC.
LABOR VIOLATIONS

To: MEMORANDUM FOR FILE

On November 22, 1966, we received a memorandum from the Bureau of Public Roads relating to a review of our Project File I-5-1(55) Wall Creek-Siskiyou Station Section. The Bureau stated a foreman for Spragues Commercial Landscaping, Inc., an approved sub-contractor on this project, had made complaints of failure to receive overtime compensation for work performed. The Bureau informed us they would not process the final report or final voucher until this matter had been resolved.

We immediately obtained a listing of all projects that Spragues, Inc., had either been the prime contractor or sub-contractor on for the Oregon State Highway Department. These projects are as follows:

CONTRACT NO.	FA PROJECT NO.	JOB DESCRIPTION	PRIME CONTRACTOR	STATUS OF CONTRACT
6474	I-5-6(33)304	South Unit, Minnesota Freeway	Spragues, Inc.	Final
6755	I-5-5(11)283	Wilsonville Safety Rest Area	Warren Northwest	Active
6254	I-5-1(52)06	Wall Creek-Siskiyou Station	Slate Hall	Final
6372	I-80N-5(11)147	Willow Creek-Airport Road	Earl McNutt Co.	Final
6349	I-80N-5(14)139	E.Unit,Arlington Heppner Jct Inter	Rogers Const.	Final
6367	I-5-2(39)116	Roberts Mountain	Slate Hall	Final
6292	I-80N-5(8)145	Heppner Jct. Interchange	Rogers Const.	Final
6360	I-5-1(52)04	Siskiyou Station-Siskiyou Summit	Slate-Hall	Final
6241	I-5-1(40)009	S. Ashland Inter. Wall Creek	Peter Kiewit	Final
6671	I-80N-5(17)157	Airport Road-Irrigon Junction	Spragues, Inc.	Active
6340	I-5-1(51)18	12th Street-N.Ashland Interchange	Spragues, Inc.	Final
6531	I-5-3(66)155	Arlauf-Elkhead Road	Spragues, Inc.	Final

The Accounting Division has recently completed an audit of Contract No. 6474, South Unit, Minnesota Freeway, for possible overtime violations. This matter is being turned over to the Legal Division for determination as to whether or not violations did occur

On November 30, 1966, a meeting was held with the Bureau of Public Roads to determine what action would be necessary by the State Highway Department to resolve this matter. At this meeting, the Bureau stated they had received a copy of a teletype from Mr. Patterson to John Bond (a copy is attached) notifying them of the complaint made by Mr. Rodney

Culp, foreman for Spragues, Inc., of the overtime violation on the Wall Creek - Siskiyou Station Section job. Mr. Culp stated the underpayment of overtime amounted to something over $4,000.00.

The Bureau was then asked if we would be required to conduct an audit on all of the jobs that Spragues had been associated with. They felt we should audit only the jobs in connection with the complaint.

A review of the certified payrolls submitted by Spragues, Inc., on the above projects were made, and it was mutually agreed that the following jobs would need to be audited:

Contract 6241 - Ashland-Wall Creek
Contract 6454 - WallCreek-Siskiyou Station
Contract 6360 - Siskiyou Station-Siskiyou Station

On December 1, 1966, Mrs. Sprague of Spragues, Inc., was contacted and asked if we could examine her records relating to the above projects that they had been the approved sub-contractor for. She stated we could not examine any records until she obtained legal advice from her attorney to determine if the Highway Department had authority to examine the records. We immediately advised our Legal Division of this situation.

At the present time, we are withholding $10,000.00 on Contract No. 6474, South Unit, Minnesota Freeway, and have stopped all payments to Spragues, Inc., on Contract No. 6671, Airport Road-Irrigon Junction, until this matter is settled.

C. H. Maison
Controller

CHM:rs

cc: R.L. Porter
R.B. Klaboe
G.E. Rohde
L.H. Young
F.D. Morgan
Bureau of Public Roads

STATE COPY

Monthly transaction number	PR-2A (1-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
7-62	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7)	Oregon
Project report number	7-11-66	County
11		Douglas
		Project number
		I-5-3(66)155

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on February 24, 1965, is hereby modified as follows:

Revised estimated total cost of project $ 56,481

Revised Federal funds $ 49,638.36

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 11th day of July, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Manager

USCOMM-DC 81,20-P63

RECEIVED
MAR 4 - 1965

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
FOR FILING 3-64

PROJECT REPORT NO.
5

FORM PR-2
(REV. 2-64)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE
Oregon

COUNTY
Douglas

PROJECT NO.
I-5-3(66)155

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Anlauf South 7.2 miles

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-21-64	4.602
*OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 53,253.00	$ 49,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stone
Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By: A. W. Parsons
(Division Engineer)
By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer February 24, 1965

RECEIVED MAR 4 - 1965

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHEY TRANSACTION NO.
FOR FILING 3-64

FORM PR-2 (REV. 2-64)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE: Oregon

COUNTY: Douglas

PROJECT NO.: I-5-3(66)155

PROJECT REPORT NO.: 5

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-5 Anlauf South 7.2 miles

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-21-64	4.602
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 53,253.00	$ 49,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Stone
Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. N. Parsons
(Division Engineer)
By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer: February 24, 1965

USCOMM-DC 8906-P64

Oregon State Highway Department

Federal Aid
Project No. I-5-3(66)155

ANLAUF-ELKHEAD ROAD SECTION OF THE

PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 4, 1965

Type Code Y005
Roadside Improvement (Sta. 450+00 to Sta. 693+00)(Contract No. 6531)

Furnishing and Placing Topsoil	1,130 cu.yds.	$ 6.00	$ 6,780.00
Furnishing and Planting Trees	480 only	13.40	6,432.00
Furnishing and Planting Shrubs	7,620 only	2.45	18,669.00
Furnishing and Planting Vines	32,920 only	0.25	8,230.00
Inorganic Fertilizer, 10-16-8	45 cwt.	5.50	247.50
Organic Fertilizer, 5-3-2	80 cwt.	4.35	348.00
Manure Fertilizer	165 cu.yd.	10.70	1,765.50
Sawdust or Bark Mulch	430 units	13.35	5,740.50
			$48,212.50
Flagging (57½ of Contractors Cost)	All Required		$ 200.00
		Subtotal	$48,412.50
		10% Engr. & Cont.	4,840.50
		Total	$53,253.00

Length of Project - - - - - - - - - - - - - 4.602 miles

Federal Funds - - - - - - - - - - - - -

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JUN 20 1966
FOR FILING

IS-3-(66)155

6531

June 17, 1966

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment for $400 will be made to Sprague's' Inc. of Washington on Contract No. 6531 for roadside improvement on the Anlauf-Elkhead Road Section of the Pacific Highway in Douglas County, as soon as the warrant is prepared.

The total amount paid on this contract will be $49,626.09 including the post-final payment. Of the total $302.96 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Sprague's' Inc. of Washington
P.O. Box 458
Lynnwood, Washington

C.H. Maison
Attn: John Herr

RECEIVED
JUN 27 1966
FOR FILING

I-5-3(66)155

6531

June 3, 1966

Sprague's Inc. of Washington
P. O. Box 458
Lynnwood, Washington

#3

Gentlemen:

The State Highway Commission at its meeting on June 2 considered your request for an extension of time on Contract No. 6531 on the Anlauf-Elkhead Road Section of the Pacific Highway in Douglas County.

After considering the recommendation of the Engineer and other available information, the Commission extended the completion date to December 9, 1965.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Sm

cc L. R. Chandler
H. E. Mayfield
L. H. Young
F. D. Morgan
C. H. Maisen
Bureau of Public Roads

Form 50-12
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: F. B. Klaboe

DATE: May 3, 1966

In reply refer to: 08-35-DB

By: M. E. Martin
District Engineer

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(66)155
Anlauf-Elkhead Road Section, Pacific Highway
Request for Time Extension

We have reviewed your letter of April 21, 1966 concerning the delay in receiving the deciduous shrubs for the above mentioned project. As the delay was not attributed directly to the contractor's operations and we had previously concurred in the extension of time for this work we concur in this request to extend the completion date to December 9, 1966.

cc this letter to
Young
Mason
Bond
files
5-5-64

NOTED
F.B. KLABOE

STATE
OFFICE
SALEM HWY

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 10 1966
FOR FILING
1-2-3(66) 155
6631

May 9, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 3
June 2, 1966 meeting

Gentlemen:

Sprague's' Inc. of Washington, contractor on the Anlauf-Elkhead Road Section of the Pacific Highway in Douglas County, Contract No. 6531, requests an extension of the specified completion date from December 1 to December 9, 1965.

At your meeting of April 21, 1966, you confirmed the extension of the completion date of this project to December 1, 1965, based on work added to the contract by price agreement. The intent was to allow time for the screen planting work to be performed under this price agreement to be done without penalty. When the contractor agreed to the addition of this work and the time extension, he had no way of knowing that the shrubs required would not be available sufficiently early to complete the project by December 1. Planting was scheduled to start November 12. This shrub is deciduous and had not yet become dormant; therefore it could not be dug and moved until November 22, 1965. All work under price agreement was completed December 9, 1965.

I recommend that the specified completion date be extended to December 9, 1965. This will eliminate all liquidated damages. This is a Federal-aid Interstate Project and we have Bureau of Public Roads concurrence.

This matter will be on the agenda for your consideration at the June 2 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. E. Kinnoe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:nh bg

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 653 Contractor [illegible]

Highway Pacific

Section [illegible]

Kind of Work Roadside Improvement

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED.** The reasons for such recommendation are as follows:

Non-availability of shrubs to be planted under price agreement was not known when agreement was signed. Delay in time required for these shrubs to become dormant justifies an extension to December 9.

Recommended for Approval:

John Cayuniste
Asst. Division Engineer

For Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No. 653

Project designation I-5-3(66)255 State-Federal

Date awarded Jan. 27, 1965

Work started Mar. 25, 1965

Per cent completed 100 % Contract Work Jun. 23, 1965 Date

Specified Completion Date Jun. 30, 1965 Jan. to

No. of Workdays Allowed [illegible]

Date of Completion of P.A. # 1

No. of Workdays Used Dec. 9, 1965

No. of Added Workdays Requested 0

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date April 8, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays ~~from xxxxxxxxdays to xxxxxxxxdays~~ 8 day, within which to complete our Contract No. 6531, without the assessment of liquidated damages. The said contract is described as follows: **Roadside improvement, Anlauf-Elkhead Road Section, Douglas County, Pacific Highway.**

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: **The planting of the Tallhedge Glossy Buckthorn was scheduled to start on 11/12/65 in order to meet the completion date on Price Agreement No. 1 planting, which was 12/1/65. The Tallhedge is deciduous and because of the warm and dry weather, it was not dorman and could not be dug and obtained until 11/22/65. The completion date of 12/1/65 was added to Price Agreement No. 1 with our approval after a telephone call from Salem on 9/17/65. Price Agreement No. 1 was signed by us before the completion date was added. At the time the completion date was added, we had no way of knowing we would not be able to obtain the material to complete the planting by 12/1/65.**

Respectfully submitted,

SPRAGUES' INCORPORATED OF WASHINGTON
Contractor

By C. F. McDowell
C. F. McDowell, Vice President

CONSENT OF SURETY

Date April 8, 1966

We, UNITED PACIFIC INSURANCE COMPANY, a Washington corporation,

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Stacey Gortsit
Attorney-in-fact

(SEAL)

Johanna Strayer
Resident A

RECEIVED
MAY 18 1966
FOR FILING
I-5-3(66)15
6531

#5

April 25, 1966

Sprague's Inc. of Washington
P. O. Box 458
Lynnwood, Washington

Gentlemen:

The State Highway Commission at its meeting on April 21 considered your request for an extension of time on Contract No. 6531 on the Anlauf-Elkhead Road Section of the Pacific Highway in Douglas County.

After considering the recommendation of the Engineer and other available information, the Commission extended the completion date to December 1, 1965, without assessment of liquidated damages.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc L. R. Chandler
Harley Mayfield
L. H. Young
F. D. Morgan
C. H. Maleen
Bureau of Public Roads

RECEIVED
APR 21 1966
FOR FILING
I-5-3(66)155
6531

April 21, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
Anlauf-Elkhead Road Section
Pacific Highway
Project No. I-5-3(66)155

Dear Sir:

We have received from Spragues' Inc., of Washington, contractor on the subject project, a request for an extension of the specified completion date from December 1 to December 9. The contractor's request is based on the delay in delivery of shrubs which were added to the contract under Price Agreement No. 1 late in the progress of the project.

Price Agreement No. 1 covered the addition of a deciduous shrub for screen planting on a curve. As a part of the price agreement, a notation was added stipulating that the completion date would be extended to December 1, 1965. Your approval of this price agreement also approved the extension to December 1. The contractor agreed to this addition on September 17, 1965.

The planting of this shrub was scheduled to start on November 12, 1965. The shrub is deciduous and, due to the warm autumn season, it had not become dormant and could not be dug and moved until November 22, 1965. This is 10 days beyond the date work had originally been intended to start. When the contractor agreed to the addition of the time extension statement on the price agreement, he had no way of knowing that the shrubs would not be available sufficiently early to complete the project by December 1, 1965, but it was the intent of all concerned to allow time for this work without penalty.

The completion date for this project was extended to December 1, 1965, by Price Agreement No. 1. Based on the reasons given above, we recommend that the completion date be extended to December 9, 1965. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:nh srb

FORM E-30 80M 3-63 SP*6470-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1966

SUBJECT: Extension of Time
Anlauf-Elkhead Road Section
Pacific Highway
Contract No. 6531

To:
Mr. F. B. Klaboe
Ass't. State Highway Engineer
B U I L D I N G

Attached is a request from Spragues' Inc. of Washington, contractor on the subject contract for an extension of the specified completion date amounting to 8 calendar days without the assessment of liquidated damages. The contractor's request is based on a delay in delivery of the shrubs which were added to the contract late under Price Agreement No. 1.

On March 23, 1966 we forwarded a recommendation that the completion date on this project be extended to December 1, 1965 based on work done by Price Agreement No. 1. A copy of this letter is attached. This price agreement covered the addition of a deciduous shrub for screen planting on a curve. As a part of the price agreement, a notation was added stipulating that the completion date would be extended to December 1, 1965. The contractor agreed to this addition on September 17, 1965. Telephone approval by the Highway Commission for this extension has been received.

The planting of this shrub was scheduled to start on November 12, 1965. The shrub is deciduous, and due to the warm autumn season, it had not become dormant and could not be dug and moved until November 22, 1965. This is 10 days beyond the date work had originally been intended to start. When the contractor agreed to the addition of the time extension statement on the price agreement, he had no way of knowing that the shrubs would not be available sufficiently early to complete the project by December 1, 1965, but it was the intent of all concerned to allow time for this work without penalty.

All the work under this price agreement was completed December 9, 1965 so 8 penalty days have been assessed against this project amounting to $400.00 in liquidated damages.

We recommend that the specified completion date be extended to December 9, 1965. This will eliminate all liquidated damages.

This matter has been discussed with the Bureau of Public Roads Area Engineer who agrees that an extension for the reasons set out above appear to be justified.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

DES:nh

Enc.

cc: L. H. Young

RECEIVED
APR 20 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 19 1966
FOR FILING

I-5-2(66)15

6531

April 19, 1966

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6531 awarded to Spragues' Inc. of Washington for roadside improvement on the Anlauf-Elkhead Road Section of the Pacific Highway in Douglas County was completed on December 9, 1965, and accepted by the Highway Commission on April 15, 1966.

Final payment in the amount of $4, 226. 64 will be released to the contractor after April 26, 1966. The total contract amount is $49, 226. 09 including $302. 96 for work performed under force account.

You have been advised previously that a claim has been filed with us.

Very truly yours,

Floyd Ousry, Secretary
OREGON STATE HIGHWAY COMMISSION

Sm

cc Spragues' Inc. of Washington
P. O. Box 458
Lynnwood, Washington

L. H. Young
C. H. Maison
Attn: John Herr

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APR 15 1966
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

April 13, 1966

Accounting Division	(X)	Traffic Division	( )
Bridge Division	( )	Division Engineer (No. 3)	(X)
Construction Division	(X)	Maintenance Division (Seeding & Mulching Sec.)	( )

Project No. I-5-3(66)155, Anlauf-Elkhead Road Section, Contract No. 6531, Prefix 610-1098, is currently being finaled with the Bureau of Public Roads. It is necessary that Office Engineering knows if there is work yet to be done or if there are any delayed costs that should be charged to this prefix. Notification as to the status of the project must be received by April 30, 1966 so that the project can be finaled and the prefix canceled. Your prompt reply is requested.

NOTE: The Division Office will be responsible for contacting the resident engineer currently in charge of the project area.

L. H. Young
Office Engineer

PH:bb

RECEIVED
APR 6 - 1966

I-5-3(66)15
6531

April 6, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 5
April 21, 1966 meeting

Gentlemen:

The original contract work on the Anlauf-Elkhead Road Roadside Improvement Project on the Pacific Highway in Douglas County, Contract No. 6531, was completed by Sprague's Inc. of Washington prior to the original specified completion date of June 30, 1965. Subsequent to this, the addition of certain screen planting around a curve was determined to be necessary and the contractor entered into a price agreement to accomplish this planting with the understanding that the project completion date would be extended to December 1, 1965. The Bureau of Public Roads has concurred in this later completion date. Chairman Jackson verbally approved the extension on April 5.

This matter will be on the Commission agenda for the April 21 meeting to confirm this action.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

No forms submitted by Sprague's Inc.

JAB:nh bg

B—330 (Rev.)—6M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date April 8, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays ~~from xxxxxxxdays to xxxxxxxxdays~~ 8 day, within which to complete our Contract No. 6531, without the assessment of liquidated damages. The said contract is described as follows: **Roadside improvement, Antauf-Elkhead Road Section, Douglas County, Pacific Highway.**

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: **The planting of the Tallhedge Glossy Buckthorn was scheduled to start on 11/12/65 in order to meet the completion date on Price Agreement No. 1 planting, which was 12/1/65. The Tallhedge is deciduous and because of the warm and dry weather, it was not dorman and could not be dug and obtained until 11/22/65. The completion date of 12/1/65 was added to Price Agreement No. 1 with our approval after a telephone call from Salem on 9/17/65. Price Agreement No. 1 was signed by us before the completion date was added. At the time the completion date was added, we had no way of knowing we would not be able to obtain the material to complete the planting by 12/1/65.**

Respectfully submitted,

SPRAGUES' INCORPORATED OF WASHINGTON
Contractor

By E. F. McDowell
C. F. McDowell, Vice President

CONSENT OF SURETY

Date April 8, 1966

We, UNITED PACIFIC INSURANCE COMPANY, a Washington corporation,

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Stanley S. Stratton
Attorney-in-fact

(SEAL)

Joanna Strayer
Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. [redacted] Contractor [redacted]

Highway [redacted]

Section [redacted]

Kind of Work [redacted]

It is recommended that the request for increase in the number of workdays within which to complete said contract be [redacted] **GRANTED.** The reasons for such recommendation are as follows:

Non-availability of shrubs to be planted under price agreement was not known when agreement was signed. Delay in time required for these shrubs to become dormant justifies an extension to December 9.

Recommended for Approval:

John Adams
Asst. Division Engineer

For Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No. [redacted]

Project designation [redacted] State-Federal

Date awarded [redacted]

Work started [redacted]

Per cent completed [redacted] Contract Work Date

Specified Completion Date [redacted]

No. of Workdays Allowed [redacted]

Type of Completion of P.A. # 1

No. of Workdays Used [redacted]

No. of Added Workdays Requested [redacted]

FORM E-30 50M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1966

SUBJECT: Anlauf-Elkhead Road -- Landscaping
Contract No. 6531
Time Extension

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

The original contract work on this project was completed by the contractor, Spragues', Inc. of Washington, ahead of the specified June 30, 1965 completion date. The 90-day plant establishment period started May 7 and ended August 4. During the final inspection the need for additional screen planting on a curve was discovered and a Price Agreement was negotiated to accomplish this. This Price Agreement included the following statement:

> "Approval of this Price Agreement will extend the project completion date to December 1, 1965."

B.P.R. approved and participated in this Price Agreement and in their view the contract completion date was extended to December 1, 1965, and no further approval from them is necessary to recognize that as the completion date. However, this has not gone to the Highway Commission, and final payment is ready. We recommend that phone approval of the December 1, 1965 completion be secured.

This will leave 8 days penalty time amounting to $400, as the added planting and required re-planting was not all complete until December 9. It is likely that the contractor will seek further extension to this latter date and I believe it could be justified but such an additional extension would require specific B.P.R. concurrence. Our immediate concern is to clear up the December 1 completion date so that the final payment can be released. A draft confirmation letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:bjm
Attachment

cc: L. H. Young

FORM E-20 50M 10-65 SP°23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1966

SUBJECT: Anlauf-Elkhead Road -- Landscaping
Contract No. 6531
Time Extension

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

The original contract work on this project was completed by the contractor, Spragues', Inc. of Washington, ahead of the specified June 30, 1965 completion date. The 90-day plant establishment period started May 7 and ended August 4. During the final inspection the need for additional screen planting on a curve was discovered and a Price Agreement was negotiated to accomplish this. This Price Agreement included the following statement:

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This will leave 8 days penalty time amounting to $400, as the added planting and required re-planting was not all complete until December 9. It is likely that the contractor will seek further extension to this latter date and I believe it could be justified but such an additional extension would require specific B.P.R. concurrence. Our immediate concern is to clear up the December 1 completion date so that the final payment can be released. A draft confirmation letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:bjm
Attachment

cc: L. H. Young

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Anlauf-Elkhead Road		WEEK ENDING: Feb. 19, 1966
		SECTION PREFIX: 610-1098
HIGHWAY: Pacific		COUNTY: Douglas
NAME OF JOB: Anlauf-Elkhead Raod	KIND OF WORK: Roadside Improvement	
CONTRACTOR: Spragues' Inc. of Wash.	CONTRACT NUMBER: 6531	FEDERAL AID PROJECT NUMBER: I-5-3(66)155
DATE OF CONTRACT: Jan. 27, 1965	DATE WORK STARTED: May 25, 1965	ESTIMATED COMPLETION DATE: 6-23-65 original planting 8-4-65 end estab. period.
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
PROJECT AUTHORIZATION: $54,464.06	SPECIFIED COMPLETION DATE: June 30, 1965	PERCENT OF TIME ELAPSED: 97.
EXCLUSIVE OF ENGINEERING: $50,591.06	ENGINEERING AUTHORIZATION: $3,873.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100.
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $50,626.29	ENGINEERING COST TO DATE: $6,151.52	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 104.
ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 %	PERCENT OF AUTHORIZATION: 159. %	DATE PROJECT WAS COMPLETED: 6-23-65 original planting

ESTIMATED PERCENT COMPLETE (ROADWORK)

	CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
			GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT			topsoil	trees	shrubs	vines	mulch
MILES PARTIALLY COMPLETED							
MILES COMPLETED							
TOTAL ESTIMATED QUANTITIES (CONTRACT)			1,130 cy	480	6,630	32,290	430 unit
TOTAL QUANTITIES CORRECTED TO DATE			534	443	6,881	29,498	454
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			534	443	6,881	29,498	454
AVERAGE DAILY QUANTITIES			0	0	0	0	0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME			0	0	0	0	0
NUMBER OF SHIFTS PER DAY	0						
HOURS PER SHIFT	0						
EQUIPMENT USED DURING THE WEEK:	0						

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	partly overcast			
MONDAY	overcast W/showers			
TUESDAY	partly overcast			
WEDNESDAY	cold-clear			
THURSDAY	cold-clear			
FRIDAY	foggy-cool			
SATURDAY				

Morgan
Decker
Bond
Barbee
Walker
Swan

RECEIVED
FEB 21 1966
CONSTRUCTION
DIV.

Scott
Litchfield

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	Semifinal estimate completed and mailed to Division office.
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

This will be the last weekly report.

SIGNED H. E. Mayfield LOCATION Eugene, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
MAR 2 • 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-3(66) 145

64:1

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 17, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work, including establishment period, replanting, and work under Price Agreement No. 2, was completed on January 28, 1966, on Contract No. 6531, Anlauf-Elkhead Road Section, in Douglas County, in connection with Federal-Aid Project No. I-5-3(66)155.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: February 25, 1966

Conditions noted on above date:

Project satisfactorily completed.

NOTED
FEB 28 1966

A. W. Parsons
Division Engineer

M. E. Martin

By: M. E. Martin
District Engineer

RECEIVED
FEB 28 1966

Refer to Young
3-2-66

RECEIVED
NOV 4 - 1965
FOR FILING

I-5-3(66)151
6531

November 3, 1965

Mr. Richard D. Nelson
Attorney at Law
Oregon Bank Building
Portland 4, Oregon

Dear Mr. Nelson:

Thank you for your letter of October 22 informing us that you have received from the attorneys for Sprague's Inc., of Washington, a check in the amount of $2,516.72.

Our records indicate this to be in connection with Stubb's Nursery's claim against Sprague's Inc., for materials in the amount of $3,043.00 plus interest on Contract No. 6531.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc United Pacific Insurance Company
Stanley S. Martin
Sprague's Inc. of Washington

Glenn L. Jackson
David B. Simpson

CWH:fkn

Noted on card
F.N

RICHARD D. NELSON
ATTORNEY AT LAW
OREGON BANK BUILDING
PORTLAND 4, OREGON
CAPITOL 2-9521

October 22, 1965

Oregon State Highway Commission
Salem, Oregon

Attention: Floyd Query, Secretary

Re: Claim of C. L. Staab, dba Staab's Nursery,
Spragues' Incorporated of Washington
Your File No. 4143

Gentlemen:

Under date of September 29, 1965, you acknowledged receipt of my client's Notice of Claim against Spragues' Incorporated.

This is to advise that on October 1, 1965, we received from the attorneys for Spragues' a check in the amount of $2,516.72. The attorneys remitting said check on behalf of Spragues' placed no conditions upon the acceptance of same and agreed that it did not preclude my client from processing his claim.

I will be in touch with the bonding company, and if the matter is not concluded to our satisfaction, we must process the remainder of the claim.

I enclose an onionskin copy of this letter, which you will please sign where indicated as having received the original letter and return same to me in the enclosed envelope.

Very truly yours,

R Nelson

Richard D. Nelson

NOTED
FLOYD QUERY

RDN:mg
Encl.
cc: United Pacific Insurance Company

Cec please handle
J.E.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
SEP 20 1965
FOR FILING

I-5-3(66)155

6531

September 29, 1965

Mr. Richard D. Nelson
Attorney at Law
Oregon Bank Building
Portland, Oregon 97204

Dear Mr. Nelson:

This is to acknowledge receipt of a copy of your letter of September 22 which was addressed to the Secretary of State and attached Notice of Claim of your client, C. L. Staab, dba Staab's Nursery. The claim states that Sprague's' Inc. of Washington owes your client for material in the amount of $3,043 plus interest.

This appears to be in reference to the Sprague's' Inc. of Washington Contract No. 6531 for roadside improvement on the Anlauf-Elkhead Road Section of the Pacific Highway in Douglas County.

The Secretary of State's office has informed us that your claim letter was filed in his office on September 23 and was assigned File No. 4143.

This information is being noted in our records and we are advising the surety and the contractor of the receipt of this claim.

When the claim has been paid, please let us know so that we can clear our records.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc United Pacific Insurance Company
Stanley S. Martin
Sprague's' Inc. of Washington
Glenn Jackson
David Simpson

CWH:fkn

NOTED ON CARD
fkn

NOTICE OF CLAIM
AGAINST SPRAGUES, INC., P. O. Box 458, LYNNWOOD, WASHINGTON
PURSUANT TO ORS 279.528

To OREGON STATE HIGHWAY COMMISSION, SALEM, OREGON:

Notice is hereby given that the undersigned, C. L. Staab, dba Staab's Nursery, located at 16540 N. E. Glisan Street, Portland 30, Oregon, has a claim for materials furnished by the undersigned in the sum of $3,043.00, together with interest thereon at 6% per annum from May 24, 1965, said date being 30 days subsequent to the date of the last delivery of materials and against the bond executed by Spragues, Inc., as principal, and United Pacific Insurance Company, as surety, upon the bond for the work relating to the Anlauf-Elkhead Road Roadside Improvement Project, Douglas County, Oregon, Contract No. 6531.

An itemized statement indicating materials furnished, the dates of delivery, the charges therefor and the payments made thereon by said Spragues, Inc., is attached hereto, marked "Exhibit A" and incorporated herein by this reference.

Dated this 21st day of September, 1965.

STAAB'S NURSERY

By C L Staab
C. L. Staab

STAAB'S NURSERY

We Specialize in Rhododendrons · Camellias · Flowering Shrubs · Companion Plants

CALLED FOR | FILLED BY | DATE 5/4/61

SOLD TO Evergreen Inc.
P.O. Box 455
Issaquah Wash.

B 2[illegible]

TERMS:

CASH ☐ CHECK ☐ CHARGE ☐

QUANTITY	DESCRIPTION	PRICE	AMOUNT
15	Pieris Forest Flame	Nit	1.50	22.50

ALpine 3-7960

STAAB'S NURSERY

We Specialize in Flowering Shrubs — Camellias — Flowering Shrubs — Commercial Landscaping

SOLD TO: Staab's Inc.
P O Box 455
Fremont Mark.

CALLED FOR | FILLED BY | DATE: 5/4/61

B 2450

TERMS:

CASH | CHECK | CHARGE

QUANTITY	DESCRIPTION	PRICE	AMOUNT
15	Pine Mugo	Nit	1.50

Exhibit A - Page 1

STAAB'S NURSERY

Shrubs — Commercial Landscaping

DATE 4/24/[illegible]

B 2555

Sprague Inn
P.O. Box 458
Lynnwood Wash.

Purchase Order No. 7559

649	Vine Maple	@ 1.35	$876.15
	Deposit Rec'd		43.81
			$832.34
	Deposit		230.50
			$601.84

Phone ALpine 3-9440

STAATS NURSERY

16540 N. E. Glisan
PORTLAND 30,

4/24/65

Sprague's Inc.
P. O. Box 158
Lynnwood
Purchase Order No 7564 Mark.

B 2557

2366	Mahonia aquifolium	500	5/0	@ 1.85 - 13 [illegible]
				218.5
				+ 4,158.2

RECEIVED
MAY 25 1965

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name ...Acheson-Pickerel Road (Roadside Improvement)... Date ...May 10..., 1965

Highway ...Pacific... Contract No. ...6531...

County ...Douglas... Prefix ...610-109S...

Contractor ...Chenoweth Inc. of Wn.... F. A. Project No. ...I-5-3(66)155...

Address ...P.O. Box 152, Lynnwood, Wn.... Order No. ...1...

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Provide traffic flagmen.

Location by station numbers:

Throughout project where necessary.

Estimate of quantities and cost:

Labor: Flagmen State portion (50%) $200.00

Computed as per Std. Specs. Art. 9-8a and 9-8e.

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Included in project authorization "Flagging" $200.00

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$54,464.06
Present estimate of project cost, including $200.00 for work under this order	$54,464.06
Expected under-run / over-run amount	$0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. E. Mayfield
Resident Engineer

Approval Recommended: /s/ G. [illegible]
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved /s/ R. H. Young
Deputy State Highway Engineer/Assistant State Highway Engineer or Office Engineer.

State Printing

RECEIVED
MAY 13 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 26, 1965

SUBJECT: Blalock-Arlington Section
Contract No. 6351

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Reply is made to your letter of April 13, 1965 regarding engineering costs on subject project. Attached hereto are copies of letters received from A. F. Parson, Division Engineer, and C. C. McKinney, Resident Engineer, reporting on our attempts to keep engineering costs to a minimum.

This does not relieve the problem but does, to some extent, explain why this project is running at such a high rate of cost.

F. D. Morgan
Construction Engineer

FDM:fp
Attach.
cc A. F. Parson

CONSTRUCTION DIVISION
RECEIVED
MAY 4 1965

RECEIVED
APR 27 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Morgan
Please see me on this
7

PLEASE RETURN TO
F. B. KLABOE

FORM E-30 SGH 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 22, 1965

SUBJECT: Blalock-Arlington Section
Columbia River Highway
Contract 6351

To:

Mr. F. D. Morgan
Construction Engineer
Salem

In reply to your letter of April 16 in regard to engineering costs on the subject section, we are attaching hereto a report from our resident engineer. In the third paragraph of this letter slight mention is made of the work performed by a contractor for the Corps of Engineers. As you know, under these Corps contracts, the contractor provides the necessary engineering with no work being performed by the contracting agency. This results in a need for additional staking work prior to actual placing of the base rock so that we can be sure of obtaining the design depths.

This delay by the Peter Kiewit Co. construction plus the delay occasioned by non-completion of our project within the time specified is just another item that tends to increase our engineering cost.

We will continue to use only such engineering personnel as is absolutely necessary to keep up with the work. Even so, it appears that the total cost of engineering will be almost double that set up in the contract.

A. F. Parson
Division Engineer

By

H. S. Coulter
Assistant Division Engineer

HSC:dj
Attachment

CONSTRUCTION DIVISION
RECEIVED
APR 23 1965

FORM 6-80 5M 11-61 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

[illegible]

To: Mr. A. F. Tower
Division Engineer
La Grande, Oregon

Attention: Mr. [illegible]

Attached are [illegible] above project for the period [illegible]

During the two periods of [illegible] worked on a 2 shift basis [illegible] direct from the operator. [illegible] the other work was on a [illegible]

Guard Rail staking, [illegible] Monument References, [illegible] Creosoted timber, [illegible] factors that [illegible] which was posted by the [illegible] by the Contractor [illegible] set up by them. [illegible] and set out references [illegible]

Between August [illegible] short periods of [illegible]

Guard Rail work was [illegible] on October 17th, and between [illegible] December 1st set [illegible] January 21st and March [illegible] way.

Compilation of [illegible] out monthly progress [illegible] or issued to other [illegible]

(Don't Tear Off)

Page 2

Between December and February of [illegible] were made;

1. Arlington Heights [illegible]
2. Rock Creek Valley
3. I/W Alignment Arlington [illegible]
4. Engineering work on other [illegible]

Additional field [illegible] 1976, and two field crews [illegible] staking would be ahead of [illegible] This will reflect on [illegible]

As of April 19[illegible] the plotting [illegible] and as of this date 4 [illegible]

I. [illegible]

A. [illegible]

B. [illegible]

1. Contractual [illegible]

2. Travel, [illegible]

C. Per Diem and [illegible]

D. Equipment rental

E. Division [illegible]

F. Salem laboratory [illegible]

G. Utilities [illegible]

H. Equipment and supplies

[illegible]

II. Engineering

A. Resident Engineer, [illegible]

B. Exchange time on a [illegible]:

1. Contractual [illegible]

2. Travel, [illegible]

C. Per Diem and expense [illegible]

D. Equipment rental

E. Office rental, [illegible]

F. Equipment and supplies

[illegible]

*Note: Above [illegible]

Form E-49—30M

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET ..... OF ..... SHEETS

Blalock - Arlington Contr 6351

Date	engr cost	cost per week		Date	engr cost -	cost per week	
4-23-65	111,200			1-29-65	~~87,350~~ 80,130		
						~~3430~~ 1030 (K)	
4-16		7820		1-22	~~85,900~~ 79,100		
						~~7860~~ 1000 (K)	
4-9	103,350			1-15	78,100		
		4720				500	
4-2	98,660			1-8	77,600		
		2800				500	
3-26	95,860			1-1-65	77,100		
		2960				0	
3-19	92,900			12-25-64	77,100		
		2723				200	
3-12	90,177			12-18	76,900		
		2752				400	
3-5	87,425			12-11	76,500		
		2625				300	
2-26	84,800			12-4	76,200		
		1525				0	
2-19	83,275			11-27	76,200		
		1020				270	
2-12	82,255			11-20	75,930		
		1099				305	
2-5	81,156			11-13	75,625		
		~~1026~~ ~~8194~~				0	
1-29	~~80,130~~ ~~89,350~~ ?			11-6	75,625		
						100	
				10-30-65	75,525		

Drop 10 keypunch from Blalock - Arlington Contr 6351 - Excess Equipment (D)

RECEIVED
APR 23 1965
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

April 21, 1965

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. F. D. Morgan

Original signed by
M. E. Martin
Dist. Engineer

08-35.4-DB

By:
M. E. Martin
District Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(66)155
Amlauf-Elkhead Road Section, Pacific Highway
Roadside Improvement

Your letter of April 14 concerning the utilization of some English Ivy plants which have been trimmed below the minimum 9-inch runner length as specified has been reviewed by this office. We also checked with the Marion County Extension Agent who indicated that the plants would not be harmed by trimming them back and that with a two-year root growth the plants should soon recover and put out additional runners at an increased rate.

Hence, it appears that the plants in question are equal to or better in quality than those specified and, therefore, approval is hereby granted for their use at no adjustment in the unit price.

This approval is given with the understanding that all other specified requirements relative to these plants will remain in full effect.

copy to
Jours
4-23-65
J

Orig to Morgan
4-22-65

RECEIVED
FEB 5 - 1965
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

January 27, 1965

08-35.2EC

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(66)155
Ashland-Elkhead Road Section
Roadside Improvement

As requested in Mr. Young's letter of January 14, 1965 advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6531 to Sprague's, Inc. of Lynnwood, Washington, low bidder in the amount of $48,212.50 at the January 12, 1965 bid opening.

Our December 21, 1964 P. S. & E. authorization memorandum requested that if permits were not issued to acquire utility easements, prior to concurrence in award, such exceptions merely should be listed. We see no reason why this requirement cannot be met with the understanding that the project will not be accepted as complete until such permits are issued. However, we have waived the requirement that such permits be issued prior to authorization of any utility adjustments due to assignment of personnel from your Permits Division to emergency work. Future right-of-way certifications in requests for concurrence of award should be corrected accordingly.

Original to Young
2-5-65

NOTED
LLOYD P. SHAW

RECEIVED
JAN 29 1965
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY,
WASCO
DAVID B. SIMPSON,
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 27, 1965

6531

Sprague* Incorporated of Washington
P. O. Box 450
Lynnwood, Washington 98036

Gentlemen:

The State Highway Commission on January 27, 1965 awarded to you State Highway Contract No. 6531 for the following project:

Anlauf--Ikhead Section of Pacific Highway, south of Cottage Grove in Douglas County. Roadside improvement.

This award was based on your low bid of $49,212.50 which was submitted to the Commission on January 12, 1965 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Mark Astrup

RECEIVED
DEC 28 1964
FOR FILING

December 21, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec, Engineering Coordinator

Oregon Project I-5-3(64)155
Ashland-Siskiyou Road Section
Roadside Improvement

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our authorization is with the understanding that all necessary right-of-way has been acquired for occupancy and contractor's use, with advisory assistance provided, and further that control of access rights has been acquired with the possible exception of those involved with utilities as indicated in Mr. Wright's and Mr. Litchfield's December 10, 1964 and December 16, 1964 reports, respectively.

Your December 16, 1964 status report for utility right-of-way indicates that no adjustments are involved but that a check has been made of all existing utility easements and permits controlling access from these easements will be forthcoming. Certification concerning such access rights should be furnished prior to our concurrence in award. If exceptions are listed, the project will not be accepted as complete until such time when full control of access is obtained.

Mr. Young's December 17, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

The use of the Standard Specifications for Highway Construction - 1964, is approved for use on this specific project.

The use of the Division I - General Requirements, Article 8-1 Subletting, dated 12-1-64, Supplemental Standard Specification is approved for use on this specific project.

Attachment.

Copy to Chief
with attach
12-28-64

10-1611 Reedsport Traffic Signals, 1965
Oregon Coast Hwy. at 22nd St.
#6532

C&A
2800

RECEIVED
JUN 14 1965
FOR FILING

10-1611

6532

June 14, 1965

St. Paul Fire and Marine Insurance Company
Pacific Department
200 Mills Building
San Francisco 6, California

Gentlemen:

On May 18, 1965, we wrote to you concerning release of final payment on Contract No. 6532 awarded to Trowbridge Electric Company for traffic signal installation in Reedsport (Winchester Avenue at 22nd Street) of the Oregon Coast Highway in Douglas County.

Final payment on this contract is $1,275.60 and the total contract amount is $7,098.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Trowbridge Electric Company
721 S. E. Oak Avenue
Roseburg, Oregon

Ken Bailey Insurance Agency
830 S. E. Rose
Roseburg, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
MAY 17 1965
FOR FILING
10 10 11
6532

3 hr

May 14, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed May 6, 1965, on Contract No. 6532. The contract was with Trowbridge Electric Company and was for Reedsport (Winchester at 22nd) Traffic Signals on the Oregon Coast Highway in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective May 14, 1965, and that you concur in this procedure at the Commission meeting on June 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
L. R. Chandler

TE:bg

RECEIVED
MAR 17 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1965

SUBJECT:

To: Mr. D.B. Parkes
Office Engineering

BUILDING

Trowbridge Electric Company started work on Contract No. 6532, Reedsport Traffic Signals on the Oregon Coast Highway in Douglas County on March 8, 1965.

Ivan D. Merchant
Bridge Engineer

jm

cc: F.A. Query

NOTED
FLOYD QUERY

RECEIVED
MAR 15 1965
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 8800

16-1611
6532

Salem, Oregon
February 2, 1965

Agenda Item 4-d-2

Mr. F.B. Crandall
Traffic Engineer
Building

Traffic Signal Agreement
22nd St. & Winchester Ave.
Reedsport

Attached is a conformed copy of an agreement with the City of Reedsport covering traffic signal installation at intersection of 22nd Street and Winchester Avenue (US101) in Reedsport.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Reedsport.

Secretary

FH
Attach: 1

RECEIVED
JAN 29 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY,
WASCO
DAVID B. SIMPSON,
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 27, 1965

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Trowbridge Electric Company
721 S. E. Oak Street
Roseburg, Oregon

Gentlemen:

The State Highway Commission on January 27, 1965 awarded to you State Highway Contract No. 6532 for the following project:

Reedsport Traffic Signals on Oregon Coast Highway at 22nd Street in Douglas County.

This award was based on your low bid of $7,278.00 which was submitted to the Commission on January 12, 1965 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. J. Savage (SIAC)
I. D. Merchant

RECEIVED
DEC 21 1964
FOR FILING

December 18, 1964

Oregon State Highway Commission

Gentlemen:

Traffic conditions have reached such a point of congestion as to warrant installation of signals at the intersection of 22nd Street and Winchester Avenue (US Highway 101) in Reedsport.

An agreement has been worked out with the City of Reedsport for installation of a semi-actuated signal costing $8,000. The City has deposited the sum of $4,000 to cover one-half the installation cost and will assume the cost of electricity and maintenance. Your approval of this agreement and granting of authority for the Secretary to sign in your behalf is recommended.

This item will be on the agenda for your meeting January 26.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
F. B. Crandall
C. H. Maison
L. R. Chandler

TE:jwa bjs

RECEIVED
DEC 18 1964
FOR FILING

10 + 1611
6-2-2K

December 17, 1964

Mr. I. G. Johnson
City Recorder
City Hall
Reedsport, Oregon

Dear Mr. Johnson:

This will acknowledge receipt of two signed copies of an agreement covering the installation of traffic signals at the intersection of 22nd Street and Winchester Avenue, copies of a resolution enacted by the Common Council, and the City's warrant No. 9121 in the amount of $4,000 to cover the City's share in the above-mentioned installation.

This agreement shall be presented to the State Highway Commission for consideration at its meeting on January 26 and, subject to its approval, one fully executed copy of the agreement will be furnished to the City.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall

njc/TE:jwa

WM. JAYNE
CITY ATTORNEY

H. M. MC[illegible]E
CHIEF OF POLICE

J. A. UNGER
MAYOR

A[illegible] TOLLEFSON
WATER SUPT.

I. G. JOHNSON
RECORDER

CITY OF REEDSPORT

REEDSPORT, OREGON

December 8, 1964

State of Oregon
State Highway Department
Salem, Oregon 97310

Att: Mr. Tom Edwards

Dear Sir:

Enclosed, find the following:

2 copies of the State-City agreement authorizing the installation of traffic signals at the intersection of the Oregon Coast Highway and 22nd Street, signed by the Mayor and City Recorder.

2 copies of a Resolution authorizing the signatures of the Mayor and City Recorder on said agreement.

1 check for the sum of $4,000 covering City's share in said agreement.

Thank you for your cooperation.

Sincerely,

CITY OF REEDSPORT

I. G. Johnson

I. G. Johnson
City Recorder

IGJ/nbg
enc

Agreement & check (# 9121) dated 12-7-64 given to Proffie 12-7-64

RECEIVED
DEC 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 23 1964
FOR FILING

10-1611

November 20, 1964

Mr. I. C. Johnson, City Recorder
City Hall
Reedsport, Oregon

28 11

Dear Mr. Johnson:

This will acknowledge your letter of November 10, stating that the City of Reedsport would cooperate in the installation of traffic signals at the intersection of the Oregon Coast Highway and 22nd Street.

There are attached two copies of a State-City agreement covering the proposed installation.

You will note on page 3, paragraph 2, under THINGS TO BE DONE BY CITY that an advance deposit in the amount of $4,000 is to be submitted with the agreement. This should be in the form of a certified check or warrant made payable to the Oregon State Highway Commission.

Also, it will be noted that Item 5, under this heading, requires that the Council adopt an ordinance or resolution authorizing you and the Mayor to enter into the agreement. Two copies of the resolution should be returned with the signed agreements.

Please present the agreement at your next Council meeting, and if approved, have the proper officials affix their signatures on both copies and return them to this office.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Enclosures
cc Forrest Cooper
R. L. Porter
F. B. Crandall

VJ:pk: ajw

WM. JAYNE
CITY ATTORNEY

H. M. McL E
CHIEF OF POLICE

J. A. UNGER
MAYOR

A TOLLEFSON
WATER SUPT.

I. G. JOHNSON
RECORDER

CITY OF REEDSPORT

REEDSPORT, OREGON

November 10, 1964

State Highway Department
Salem, Oregon

Re: Traffic signal, Oregon Coast Highway
and 22nd St., Reedsport

Att: Tom Edwards
Assistant State Highway Engineer

Dear Sir:

Regarding letter of October 8, 1964, to Mr. Raymond Hass, Chief of Police, Reedsport, please consider this letter a formal request from the City for a signal light installation at the above intersection.

We understand the approximate cost would be $8,000.00 for a semi-activated signal, cost to be shared equally between the City and State.

Thank you for your help in this matter.

We would like to take this opportunity to express our appreciation for the improvements on Highway 101 now being made, four lane, curbs, etc., in the congested area between Umpqua Highway Bridge and Schofield River Bridge.

Very truly yours,

CITY OF REEDSPORT

I. G. Johnson
City Recorder

IGJ/nbg

RECEIVED
NOV 13 1964

RECEIVED
NOV 12 1964
OREGON
STATE HIGHWAY COMMISSION

Crandall
PD

RECEIVED
OCT 9 - 1964
FOR FILING

11-1-11
6326

October 8, 1964

Mr. Raymond Hass
Chief of Police
City Hall
Reedsport, Oregon

Dear Mr. Hass:

In response to your letter of August 17, we have made a traffic signal investigation of the intersection of the Oregon Coast Highway and 22nd Street in Reedsport. We find that none of the established standards for traffic signal warrants are met. In addition, we were unable to determine whether your request is a personal one or is an official request from the Reedsport City Council.

Even though the signalization warrants are not met, we realize there is a problem of school traffic crossing at this point. In view of this situation, we would accede to the official desire of the City in the installation of a signal. The predominance of traffic on the Oregon Coast Highway would dictate that this be a semi-actuated signal and the cost would be $8,000, approximately. Fifty percent of this cost would be borne by the City and fifty percent by the State, with the City assuming the cost of maintenance and power consumption.

We will recommend favorably to the Commission such a request from the City.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:jw

bc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler

FORM E-30 SOM 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
October 7, 1964

SUBJECT: Proposed Traffic Signal Installation
Oregon Coast Hwy. at 22nd Street
Reedsport

To:
Tom Edwards
Ass't. Highway Engineer
O F F I C E

There is attached a report and a suggested draft on the above subject. You will note that Clark has recommended that a pre-timed signal be installed at this intersection. US101 at this point is so wide that it would be necessary to use a 60-second cycle with 50% of the time devoted to 22nd if a pre-timed signal were installed. This cycle division would be out of all proportion with the traffic system (84-16) at this intersection. The pedestrian volumes tend to be concentrated at certain hours. Because of this combination of circumstances, a semi-actuated signal is recommended.

F. B. Grandall
Traffic Engineer

VPJ:pk
Attachments

NOTED
TOM EDWARDS

RECEIVED
OCT 8 1964
OFFICE OF
STATE HIGHWAY ENGINEER

F. B. Crandall

Val

FORM E-30X—50M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 1, 1964

To: L. R. Chandler
Division Engineer
O F F I C E

SUBJECT: Proposed Traffic Signal Installation
Oregon Coast Highway-Reedsport
Intersection of 22nd Street
US101-Hwy. No. 9-M.P. 212.70

Attached is a letter dated August 17, 1964 from Mr. Raymond Hass, Chief of Police, Reedsport, Oregon requesting a traffic signal investigation at 22nd Street.

The intersection of US101 and 22nd Street forms a standard 90° cross type intersection. US101 is four lanes east of 22nd Street and two lanes west thereof. 22nd Street has no stripping, but provides two lanes, two way traffic. The Reedsport Union High School is located in the southwest quadrant, Highland Market in the northwest quadrant, Fir Grove Motel in the southeast quadrant and a parking lot in the northeast quadrant.

The official school crossing location is at 21st Street and has been provided with span wire mounted "SCHOOL CROSSING" signs with flashing beacons. This school crossing location was selected in an attempt to cross students across US101 where vehicular speeds would be slightly less than at 22nd Avenue. The 21st Street crossing has not been used and the local police are assisting crossings on 22nd Street.

An elementary school is located along Longwood Drive southwest of this intersection. International Paper Company has a major housing development under way north and west of this intersection. Current plans indicate the construction in the near future of a Junior High School adjacent to the frontage road in this vicinity. The attached aerial photograph shows the area development of International Paper Company. You will note a connection to 22nd Street from this area.

A 16 hour manual turning movement count factored to 24 hours taken on September 8 and 9, 1964 revealed that 9813 vehicles entered this intersection. 8253 or 84 per cent entered on US101 from the east and west. 1560 or 16 per cent entered from 22nd Street from the north and south. 810 pedestrians crossed the east cross walk on US101. 136 pedestrians crossed US101 west on 22nd Street. 779 of the 810 pedestrians were students. 320 of these crossed between 11:00 and 12:00 a.m.

RECEIVED
OCT 5 1964
TRAFFIC

NOTED
TRAFFIC CONTROL

The attached traffic signal warrant comparison data sheet indicates that no standard warrants are met for signalization. During the maximum 8 hours an average of 583 vehicles approached this intersection on US101. Only 58 vehicles per hour approached on 22nd Street from the maximum volume side. During these same 8 hours an average of 92 pedestrians crossed US101 in the west cross walk.

There were ten reported accidents in this intersection during the period from January 1, 1959 to May 31, 1964. There were no fatilities but five persons were injured. There were three angle, three rear end, two turning movement and two backing type accidents. During the last 12 months three accidents occurred which would have been preventable by signalization.

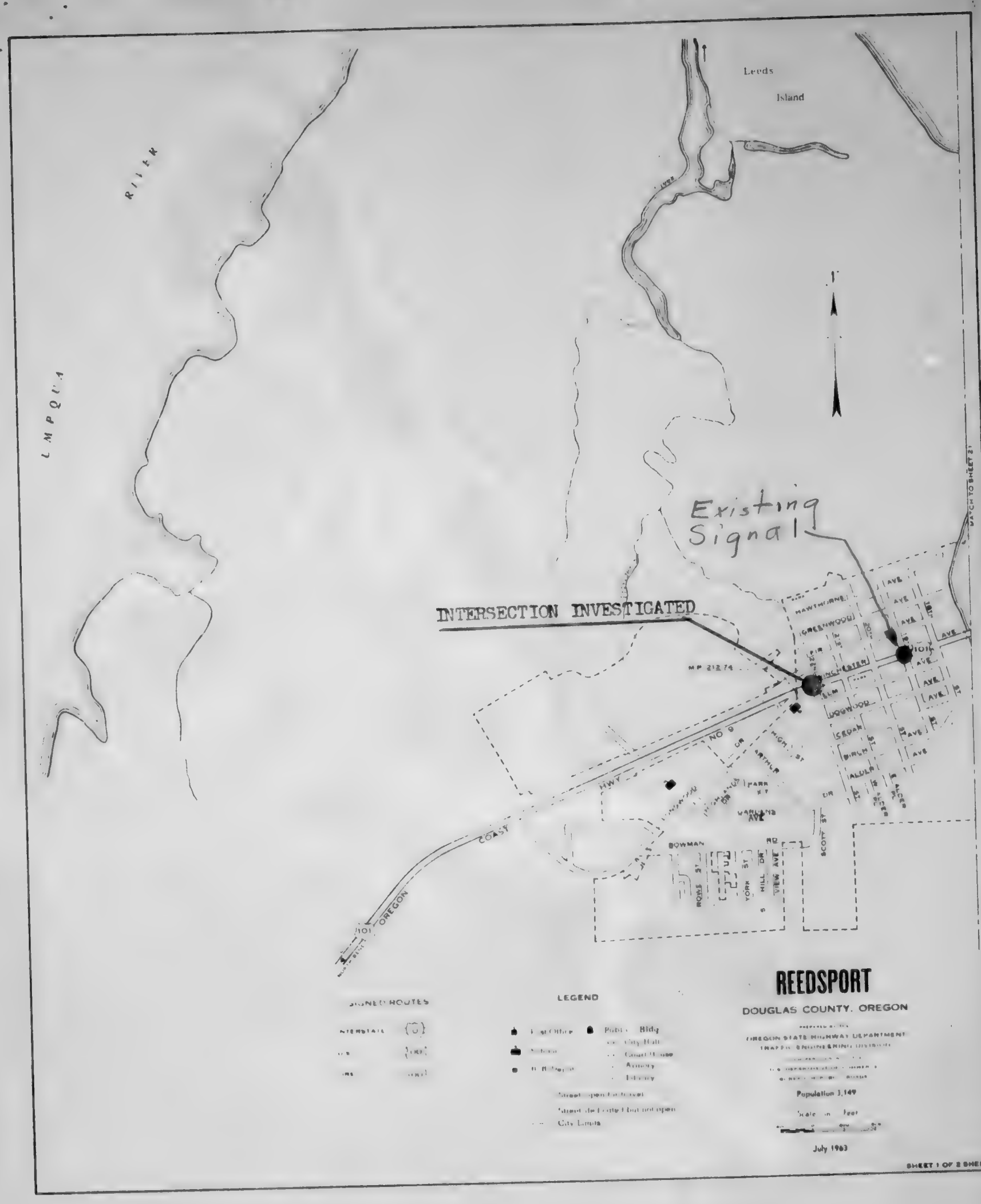
In summary this intersection does not meet the standard warrants for signalization. There is an unusual number of school pedestrians which will in all likelihood increase with the construction of a junior high school in this vicinity. The International Paper Company development will generate an increased amount of traffic on 22nd Street in the not too distant future. Therefore, it is recommended that a pre timed traffic signal be installed in this intersection and that the school crossing span wire mounted installation be removed from 21st Street. This installation is estimated to cost $7000 to be shared on a 50-50 basis with the city of Reedsport.

ORIGINAL SIGNED BY GLEN L. CLARK
DIVISION TRAFFIC ENGINEER

Glen L. Clark
Division Traffic Engineer

GLC:crd

cc: F. B. Crandall
Bob Bothman
John Gunter


Leeds
Island
RIVER
LMPQUA
Existing
Signal
INTERSECTION INVESTIGATED
MP 212.74
HWY
NO 9
COAST
OREGON
101
MAPLE
PARR
MARYLAND
AVE
BOWMAN
ROAD
ROSE ST
YORK ST
HILL DR
VIEW AVE
SCOTT ST
HIGH ST
MAPLE DR
ELM
LOGWOOD
CEDAR
BIRCH
ALDER
AVE
DR
ST
SIGNED ROUTES
INTERSTATE
LEGEND
Post Office
Public Bldg
City Hall
Court House
Armory
Library
City Limits
REEDSPORT
DOUGLAS COUNTY, OREGON
OREGON STATE HIGHWAY DEPARTMENT
Population 3,149
July 1963
SHEET 1 OF 2 SHEETS

O R E G O N S T A T E H I G H W A Y D E P A R T M E N T

DIVISION III - ROSEBURG

October 1964

Traffic Signal Warrant Comparison

LOCATION: Oregon Coast Highway at 22nd Street

Reedsport

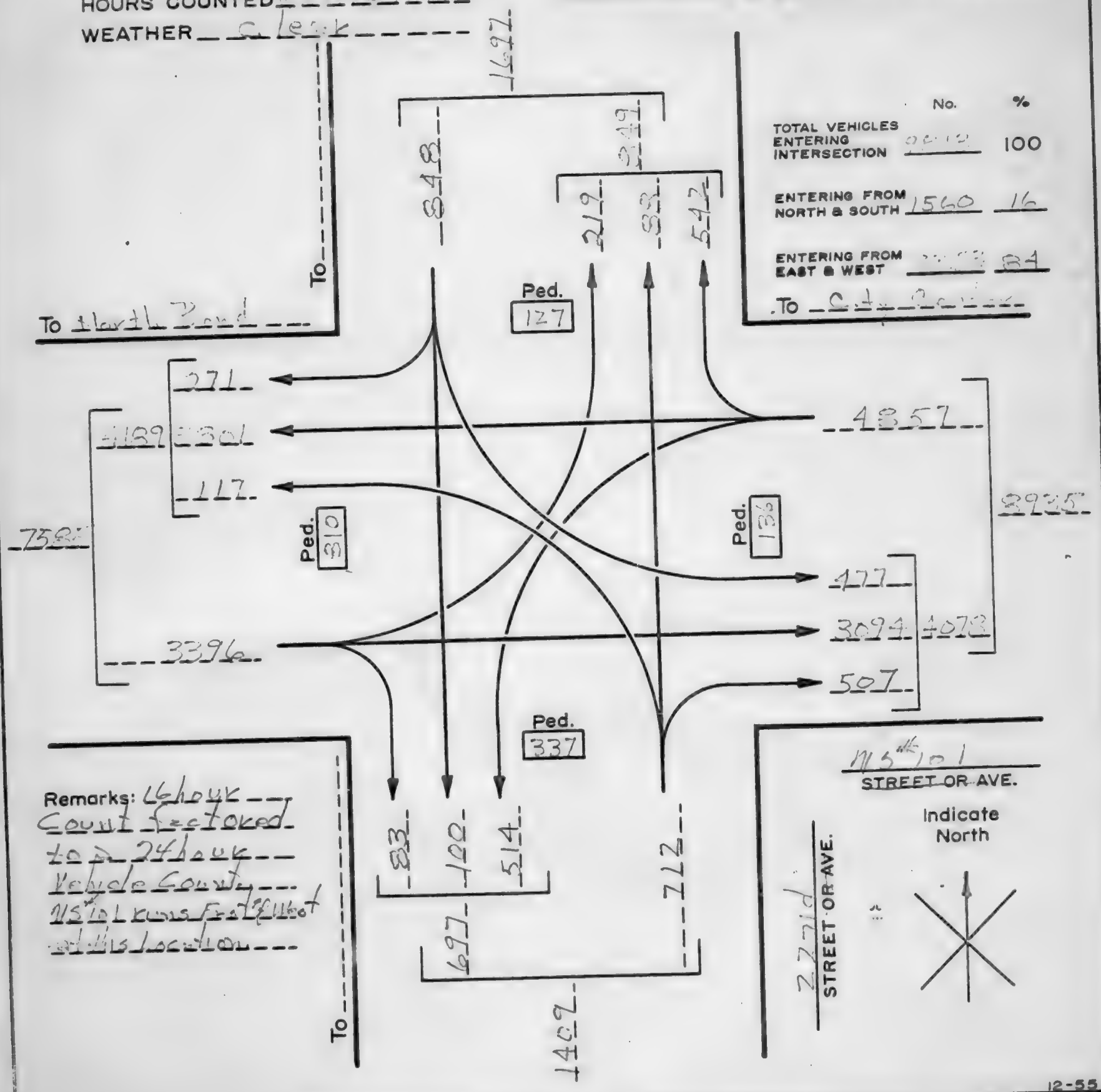
Item	Observed Conditions	Minimum Warrant
Minimum Vehicular Volume Warrant:		
Average Hourly Volume on Major St.-Max. 8 hours (Total of both approaches)	583	600
Average Hourly Minor St. Volume-Same 8 hours (Highest hourly volumes from either approach)	58	150
Interruption of Continous Traffic Warrant:		
Average Hourly Volume on Major St. Max. 8 hours (Total of both approaches)	583	900
Average Hourly Minor St. Volumes-Same 8 hours (Highest hourly volumes from either approach	58	75
Minimum Pedestrian Volume Warrant:		
Average Hourly Volume on Major St.-Max 8 hours (Total of both approaches)	583	600
Average Hourly Ped. Vol. across Maj. St.-Same 8 hrs. (Highest volume crosswalk)	92	150
Accident Experience Warrant:		
Preventable Accidents (Last 12 months)	3 1/	5

REMARKS: 1/ Maximum hour for school pedestrians was 320 between 11:00 and 12:00AM

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE Sat. - Mon. 9/17/54
DAY OF WEEK Sat. Sun. Mon.
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 AM to 10 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 AM to 10 PM
WEATHER Clear

CITY OF Redmond
INTERSECTION OF 6th St.
AND 2nd Ave.
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	9612	100
ENTERING FROM NORTH & SOUTH	1560	16
ENTERING FROM EAST & WEST	[illegible]	84

To City Center

Remarks: 16 hour count factored to a 24 hour vehicle count. 16 hours was established as this location.

12-55

Form E-40—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date September 8 9 1964
Day of week Tuesday-Wednesday
Hours counted 6 AM to 10 PM
Weather clear

Classification All Vehicles

City
Int
St
Co

	TIME	SUMMARY BY MOVEMENTS												TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West					
A.M.	6:00– 7:00	9	7	5	3		3	73	126	6	19		1	252	37	15	215	85
	7:00– 8:00	21	16	15	14	3	3	112	131	33	40	4	4	396	86	22	310	78
	8:00– 9:00	26	40	32	10	5	3	312	150	32	34	4	11	660	112	17	548	83
	9:00–10:00	27	25	10	5	2	6	178	185	19	14	3	3	477	63	13	415	87
	10:00–11:00	35	36	19	1	7	4	222	191	13	25		1	563	94	17	469	83
	11:00–12:00	32	34	20	5	3	1	246	264	25	30	5	9	675	96	14	579	86
	12:00– 1:00	32	42	12	4	3	4	252	182	38	34	1	7	616	97	16	519	84
	1:00– 2:00	21	27	9	4	7	1	243	182	22	28	2	9	555	75	14	480	86
	2:00– 3:00	31	26	15	22	11	8	237	230	33	17	1	4	651	86	13	565	87
	3:00– 4:00	26	33	18	26	10	6	314	227	43	41	4	5	779	116	15	663	85
	4:00– 5:00	47	42	21	16	6	3	330	220	35	33	4	13	770	123	16	647	84
	5:00– 6:00	37	52	30	16	12	5	289	200	13	35	1	13	798	132	17	666	83
P.M.	6:00– 7:00	10	29	12	27	6	7	171	175	40	30	4	10	547	75	14	472	86
	7:00– 8:00	24	27	13	24	3	12	168	138	32	21	7	5	471	53	17	394	83
	8:00– 9:00	31	23	12	11	1	6	145	122	17	21	4	6	428	59	21	339	79
	9:00–10:00	14	22	9	5	2	2	82	75	18	14	1	11	277	51	20	222	80
	10:00–11:00																	
	11:00–12:00																	
	12:00– 1:00																	
A.M.	1:00– 2:00																	
	2:00– 3:00																	
	3:00– 4:00																	
	4:00– 5:00																	
	5:00– 6:00																	
	24-Hour total	477	542	271	219	93	73	3891	3414	514	507	83	117	11,113	1420	16	8253	84
	16-Hour total	434	473	246	199	91	80	3578	3183	461	461	75	106	8,121	1418	16	7303	84
	___-Hour total																	
	Control																	
	Factor																	

22nd St. is North and South at this location.

915 & 101 Hwy St. is East and West at this location.

Tabulated

Computed

Checked by

Checked by

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Redmond

Intersection US Hwy 101 & 22nd street

Station number

Code number

Classification All Vehicles

Entering Volumes

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
19		1	252	37	15	215	85
40	4	4	396	86	22	310	78
34	4	11	660	112	17	548	83
14	3	3	416	63	13	415	87
25		1	263	94	17	469	83
30	5	9	675	96	14	579	86
34	1	9	616	97	16	519	84
28	2	9	[illegible]	75	14	480	86
17	1	4	651	86	13	565	87
41	12	5	779	116	15	663	85
32	9	13	110	123	16	647	84
35	6	13	798	132	17	666	83
30	4	10	547	75	14	472	86
26	7	5	477	53	17	314	83
21	6	6	428	69	21	359	79
14	4	4	272	54	20	222	80
307	83	117	4113	1510	14	9253	86
161	75	106	8121	1418	16	[illegible]	84

SUMMARY BY LEGS			
North	East	West	South
14	86	129	38
39	161	149	47
64	384	164	48
41	222	193	32
64	271	198	30
56	305	274	40
50	332	187	47
37	272	128	38
57	306	259	29
64	392	271	52
74	457	240	49
57	444	322	73
28	266	206	47
43	225	169	43
54	187	152	35
30	136	56	27
825	4357	3016	712
771	4716	[illegible]	647

PEDESTRIANS USING CROSSWALKS											
North		East		West		South	
School	Other	School	Other	School	Other	School	Other
		4	4	24	3	2	
4	1	12	1	134	5		
							1
		2		4	4	3	5
60	1	63		320		124	3
	1			1	4		3
1	1	3		8	1	2	
6		2		20	3	24	7
28	2	[illegible]	2	193	2	124	9
5	7	7	1	28	3	4	2
6	1		1	11		3	2
2		4		16		12	
				8	6	2	
		3		7		5	
				5		3	
112	15	127	9	779	31	205	32

h at this location.
t at this location.

Tabulated by

Computed by

Checked by

Checked by

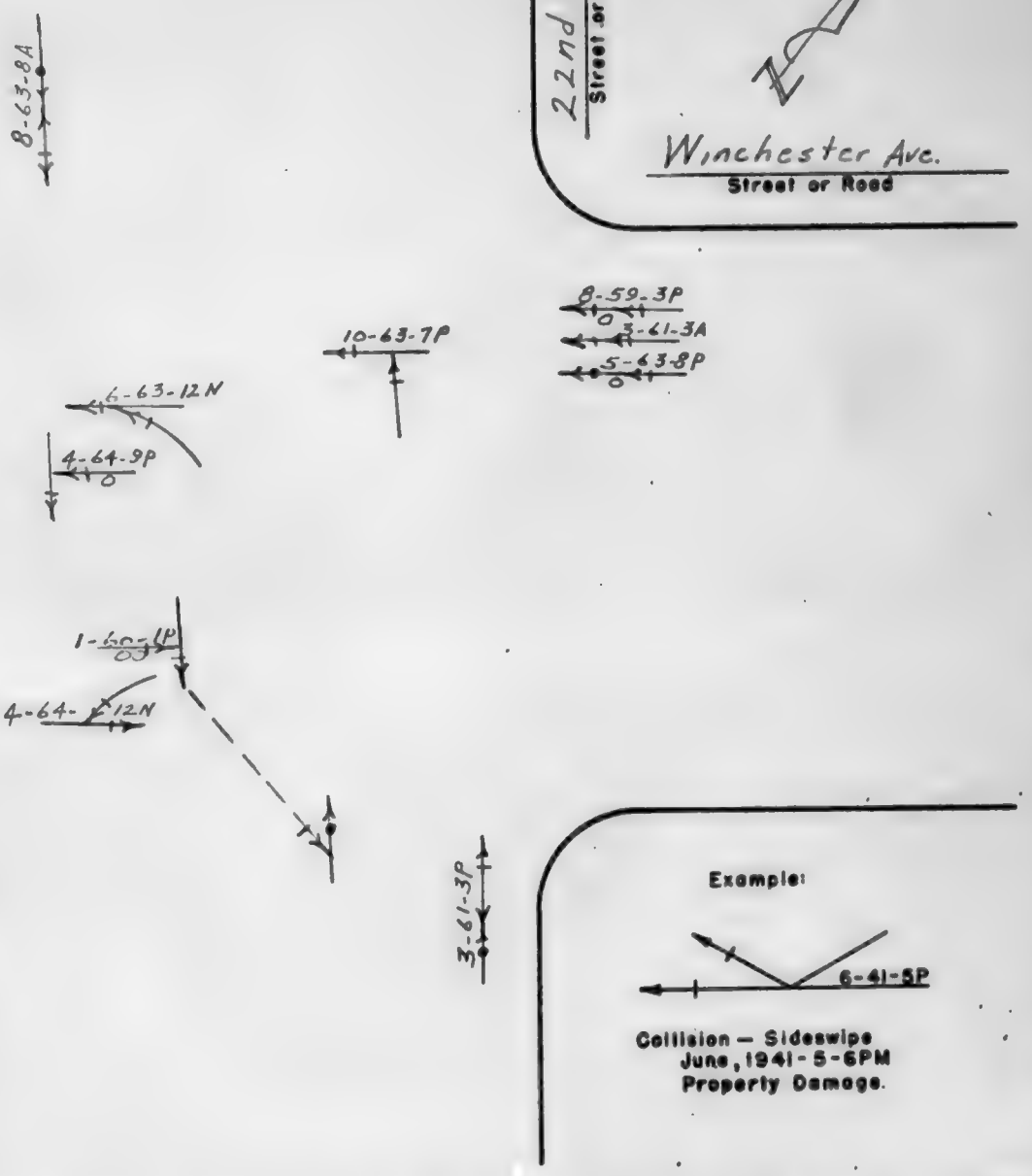
Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

City of Reedsport County Douglas
Intersection of Winchester Ave and 22nd St.
Highway Number 9 (US101)
Period Covered 1-1-59 to 5-31-64
Compiled by BC Drawn by _____ Date 8-20-

LEGEND

- Person Killed
- Pedestrian Killed
- Person Injured
- Pedestrian Injured
- Property Damage Only
- Collision – Rear-end
- Collision – Head-on
- Collision – Sideswipe



- Path of Pedestrian
- Path of Vehicle
- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

Example:

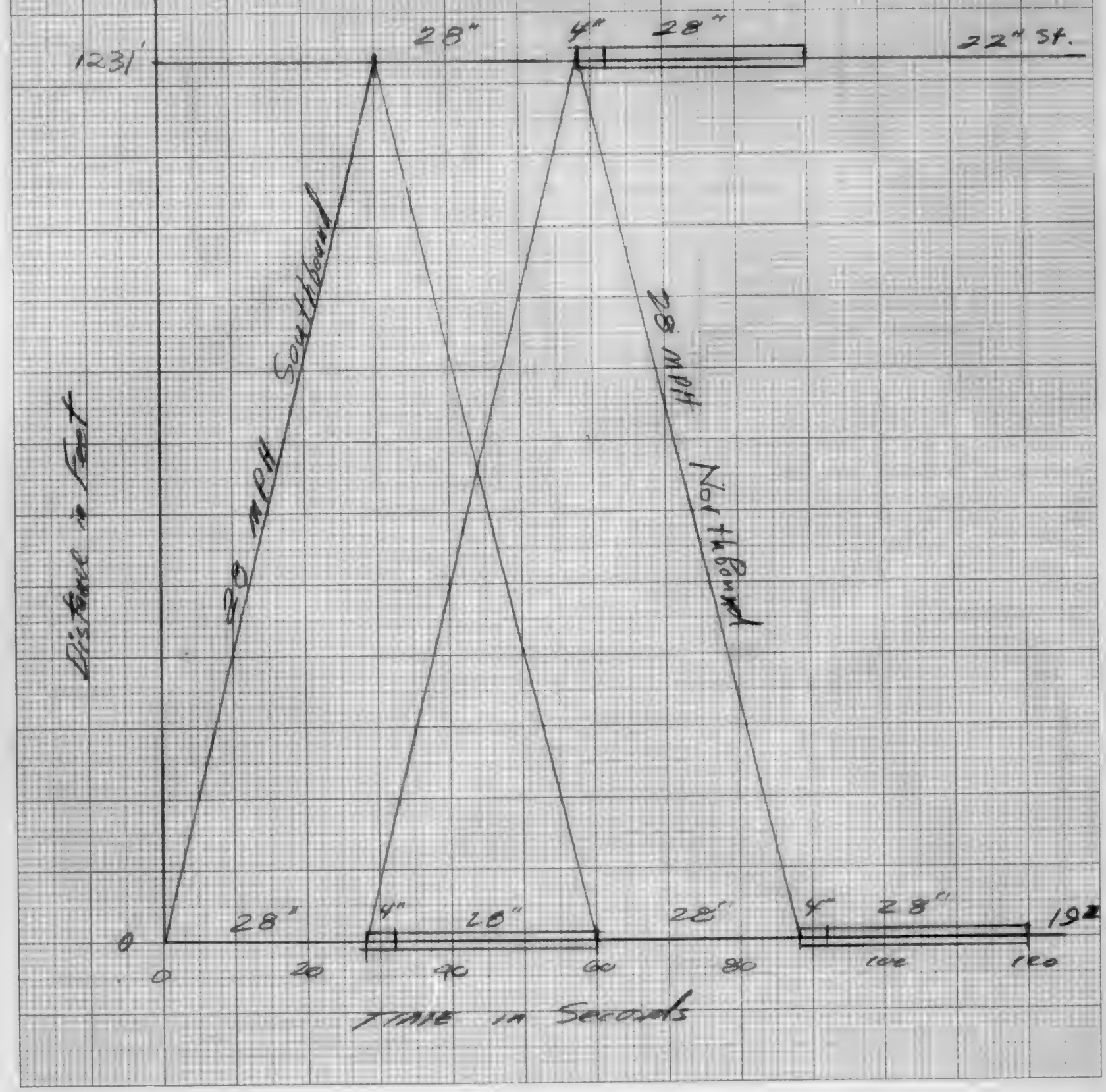
Collision – Sideswipe
June, 1941 - 5-6PM
Property Damage.

Collision Type	1959-1960				1961-1962				1963				5 Mos. 1964				Total			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle		1		1							1	1		1		1		2	1	3
Head-on																				
Rear-end		1		1			1	1		1		1						2	1	3
Sideswipe																				
Turning Movement											1	1			1	1			2	2
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing							1	1			1	1							2	2
Misc.																				
TOTAL		2		2			2	2		1	3	4		1	1	2		4	6	10

Form E-260 — 2M — 11-45

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division.
October, 1964

TRAFFIC SIGNAL TIMING DIAGRAM
19th St. —— 22nd St. Section
Oregon Coast Highway - Roadsport
Speed As Shown - 60" Cycle



20-1629 Springfield Traffic Signals, 1965
S. Main St. (McKenzie Hwy.) at
#6533 2nd Ave.

RECEIVED
NOV 23 1966
FOR FILING

20-1629
6533

November 23, 1966

City of Springfield
Springfield, Oregon 97477

Attention: Mr. N. L. Teague
Finance Director

Dear Mr. Teague:

In your letter of November 16, you inquired as to the status of a signal installation project at Main Street and Second Street under an agreement dated January 27, 1965.

I checked with our Traffic Engineering Division who provided me with a photocopy of our Invoice No. 85960 dated October 12, 1965. It appears that the project has been completed and the financial arrangements taken care of.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wn
Enclosure

RECEIVED
NOV 28 1966

RECEIVED
STATE

20-1624
6533

CITY OF SPRINGFIELD

SPRINGFIELD, OREGON
97477

OFFICE OF THE
FINANCE DIRECTOR

November 16, 1966

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Mr. Query:

Reference is made to your letter of February 4, 1965, enclosing a copy of an agreement dated January 27, 1965, between the State Highway Commission and the City of Springfield covering installation of traffic signals at the intersection of Main Street and 2nd Street in Springfield. Reference is also made to this city's check No. 12,058 for $3,000, forwarded to your office on December 16, 1964.

Our records indicate that the $3,000 above referred to was a deposit, and that after the project was complete, we would be billed for additional costs if the estimate was too low, or refunded any portion of the deposit which was in excess of one-half the actual cost of the project.

Will you please advise this office of the status of this project and if a final determination of the cost has been made. Your early reply will be appreciated.

Very truly yours,

N. L. Teague
Finance Director

NLT:id

Copy to Traffic with request for info
rec'd. 11-23

NOTED
FLOYD QUERY

RECEIVED
MAY 1 - 1965
FOR FILING
Dr. 1629
6533

May 28, 1965

St. Paul Fire & Marine Insurance Co.
Pacific Department
200 Mills Building
San Francisco 6, California

Gentlemen:

On April 26, 1965, we wrote to you concerning release of final payment on Contract No. 6533 awarded to Trowbridge Electric Company for traffic signal installation in Springfield (Second Avenue at Main Street) on the McKenzie Highway in Lane County.

Final payment on this contract is $2,002.35 and the total contract amount is $5,721.00. No work was performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

fm

cc Trowbridge Electric Company
721 S.E. Oak Avenue
Roseburg, Oregon

Ken Bailey Insurance Agency
830 S.E. Rose
Roseburg, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
APR 23 1965
FOR FILING

16.19
6533

April 22, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April 14, 1965 on Contract No. 6533. The contract was with Trowbridge Electric Company and was for traffic signal installation at 2nd Avenue and Main Street in the City of Springfield on the McKenzie Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 22, 1965, and that you concur in this procedure at the Commission meeting on June 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Marchant
C. H. Maison
L. R. Chandler

cc TE:bg

RECEIVED
FEB 18 1965

FORM L-501 (ODH 7-64) SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 17, 1965

SUBJECT:

To: Mr. D.B. Parkes
Office Engineering

B U I L D I N G

Trowbridge Electric Company started work on Contract No. 6533, Springfield Traffic Signals on the McKenzie Highway in Lane County on February 15, 1965.

Ivan D. Merchant
Bridge Engineer

CAG:jm

Loc: F.A. Query

NOTED
FLOYD QUERY

RECEIVED
MAR 15 1965
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 2798

20-1629
6533

Salem, Oregon
February 4, 1965

Agenda Item 4-d-4

Mr. F. B. Crandall
Traffic Engineer
Building

Attached is a conformed copy of an agreement with the City of Springfield covering installation of pre-timed traffic signal at the intersection of Main and Second Street in the City of Springfield.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Springfield.

Secretary

rm
Attach: 1

RECEIVED
JAN 29 1965
FOR FILING

COMMISSIONERS
MEDFORD
KENNETH N. FRIDLEY, WASCO
DAVID B. SIMPSON, PORTLAND
SECRETARY
SALEN

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEN 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 27, 1965

Trowbridge Electric Company
721 S. E. Oak Street
Roseburg, Oregon

Gentlemen:

The State Highway Commission on January 27, 1965 awarded to you State Highway Contract No. 6553 for the following project:

Springfield Traffic Signals on S. Main Street (McKenzie Highway) at Second Avenue in Lane County.

This award was based on your low bid of $9,721.00 which was submitted to the Commission on January 12, 1965 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. M. Young
R. G. Savage (SINC)
I. D. Merchant

FORM E-123X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 4, 1965

Oregon State Highway Commission

AGENDA
JAN 27 1965

Gentlemen:

Presented for your consideration at the January 26 Commission meeting will be an agreement between the State and the City of Springfield covering the installation of traffic signals at the intersection of Main and Second Street in the city of Springfield.

This agreement provides for the installation of pre-timed traffic signals estimated to cost $6,000 with the City to care for future maintenance and power consumption. A check in the amount of $3,000 has been received covering the City's share of the project.

Your approval is recommended and your authority requested for the Secretary's signature for and on behalf of the Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
C. H. Maison
F. B. Crandall
H. S. Cox
L. R. Chandler

2 COPIES TO BE SIGNED
By Secretary

TED
FLOYD QUERY

M

RECEIVED
OCT 22 1964
FOR FILING
21-1621
6532

October 21, 1964

Mr. Frank Smiley
City Manager
City Hall
Springfield, Oregon

Dear Mr. Smiley:

Recently, our Division Traffic Engineer contacted you and discussed the installation of traffic signals at the intersections of Second and Third Streets with Main and "A" Streets.

At that time, it was decided to defer consideration of signalization of the intersection of Third and Main Streets and that no additional signals would be necessary on "A" Street. It was decided that traffic signals would be desirable at the intersection of Second and Main Streets.

We will proceed with the development of plans and an agreement covering these signals and will submit the agreements to you in the near future.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler

VPJ:pk jw

F B Crandall
Val

FORM E-20X—50M—12-63 84677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 13, 1964

SUBJECT: Proposed Traffic Signal Installation
McKenzie Highway - Springfield
Intersection of 2nd Street and
Main Street

To: L. E. Chandler
Division Engineer
O F F I C E

As a result of a verbal request from Mr. Smiley, City Manager, Springfield, to Mr. Larry Allen, Assistant Division Engineer, requesting a meeting to discuss possible traffic signal requirements as a result of the future opening of the "A" Street - McKenzie Highway project, I have held two meetings regarding this subject.

When the 2nd - 3rd Street project is opened 2nd will be one way south bound from "A" Street to South "A" Street and 3rd Street will be one way north bound from South "A" Street to "A" Street. Thus this couplet will cross the Main and South "A" Street couplets of the McKenzie Highway. There is an existing traffic signal in the intersection of 2nd and South "A" Street. South "A" Street has an ADT of 9900. Main Street has an ADT of 12,000 vehicles. It is estimated that 2nd Street and 3rd Street will have approximately 5,000 and 5,000 vehicles per day. You will recall that the Southern Pacific Railroad crosses Main Street at 3rd Street.

Mr. Smiley indicated the need for traffic signals at both 2nd and 3rd Streets on Main. He requested cost estimates for subject signal. Mr. Zirbes, Signal Engineer, indicated a pre-timed signal at 2nd and Main Street would cost approximately $6500. No definite cost estimate was prepared for the 3rd and Main Streets intersection, but would be considerably more costly due to the railroad interconnect. Mr. Smiley indicated his desire to proceed immediately with the installation at 2nd and Main Streets with the city sharing the cost. He indicated that the signal at 5th and Main Streets might conceivably provide gaps in traffic at 3rd Street for successful operation until such time as the city had funds to signalize this intersection. We mutually agreed that a trial period after the opening might disprove this thinking.

It is my recommendation that we proceed to develop plans and a city-state agreement in the installation at 2nd and Main Streets.

ORIGINAL SIGNED BY GLEN L. CLARK
DIVISION TRAFFIC ENGINEER

Glen L. Clark
Division Traffic Engineer

GLC:crd

cc: F. B. Crandall
Bob Bothman
Bob Sage
Mr. Frank Smiley
City Manager
City Hall
Springfield, Oregon

NOTED
TRAFFIC CONTROL

RECEIVED
OCT 19 1964
TRAFFIC ENGINEERING

22-1609 Sweet Home Traffic Signals, 1965
Santiam Hwy. ("M" St.) at 12th Ave.
#6534

Cal 2775

RECEIVED
JUL 12 1965
FOR FILING

22-1609

6534

3g

June 1, 1965

Electric Corporation
1375 13th Street N. E.
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 1, 1965, considered your request for an extension of the specified completion date from April 15, 1965, to April 22, 1965, to complete Contract No. 6534 for traffic signal installation in Sweet Home ("A" Street at 12th Avenue) of the Santiam Highway in Linn County.

After considering the recommendation of the Engineer and other available information, the Commission granted your request of an extension of the specified completion date from April 15, 1965, to April 22, 1965, without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

gc

cc R. D. Asburry
Jack Davis
I. D. Merchant
L. H. Young
C. H. Malson

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6534 Contractor Electric Corporation

Highway Santiam (US 20)

Section "M" Street at 12th Ave., Sweet Home

Kind of Work Traffic Signal Installation

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED.** The reasons for such recommendation are as follows:

Project delayed due to storm and flood conditions.

Recommend extension be granted without assessment of liquidated damages

Recommended for Approval:

R. D. Ackerman
Division Engineer

Ivan V. Merchant
Construction Engineer or Bridge Engineer

Thos. E. Wade
Asst State Highway Engineer

State Printing 37639

Contract No.	6534
Project designation	state (State-Federal)
Date awarded	January 27, 1965
Work started	March 29, 1965
Per cent completed	90% April 15, 1965 (Date)
Specified completion	April 15, '65
No. of Workdays Used	100%
No. of Added Workdays Requested	7

E 320 (Rev.)—5M—5-60

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date April 14, , 19 65

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 4-15-65 days to 4-22-65 days, ~~within which~~ to complete our Contract No. 6534, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Shipment of Eagle signal equipment incomplete due to storm and flood conditions in the Midwest.

Respectfully submitted,

ELECTRIC CORP,
Contractor

By Byron Swanson Pres.

CONSENT OF SURETY

Date 4/14, 1965

We, GENERAL INSURANCE COMPANY OF AMERICA, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact

HUGGINS INSURANCE AGENCY
373 NO. CHURCH ST.
SALEM, OREGON Resident Agent

(SEAL)

RECEIVED
MAY 26 1965
FOR FILING

6534

May 26, 1965

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

On May 18, 1965, we wrote to you concerning release of final payment on Contract No. 6534 awarded to Electric Corporation, for traffic signal installation in Sweet Home ("M" Street at 12th Avenue) of the Santiam (US 20) Highway in Linn County.

Final payment on this contract is $7,587.00 and the total contract amount is $7,587.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Electric Corporation
1375 13th Street Northeast
Salem, Oregon

C. H. Maison
Attn: John Herr

FOR FILING

6534

May 17, 1965

Oregon State Highway Commission

Request for Extension of Time
No. 1
June 1, 1965 meeting

Gentlemen:

Electric Corporation, contractor for installation of traffic signals at "H" Street at 12th Avenue in the City of Sweet Home on the Santiam Highway in Linn County (Contract No. 6534), has requested that the specified completion date for the work be advanced from April 15, 1965, to April 22, 1965, without assessment of liquidated damages.

The contractor's request is predicated on the fact that storm and flood conditions in the Midwest delayed delivery of a part of the equipment to be installed in the work with a resultant delay to overall completion of the contract.

We believe the contractor's contention to be valid and recommend the extension be granted advancing the specified completion date to April 22, 1965, without assessment of liquidated damages.

This will be on the agenda for the June 1 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
R. D. Asburry

CAG:jm bg

RECEIVED
MAY 17 1965
FOR FILING

6534

May 14, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April 22, 1965, on Contract No. 6534. The contract was with Electric Corporation and was for traffic signal installation at "A" Street and 12th Avenue in the City of Sweet Home on the Santiam Highway in Linn County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective May 14, 1965, and that you concur in this procedure at the Commission meeting on June 1.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan D. Merchant
L. H. Young
C. H. Maison
R. D. Asburry

CAG:jm bg

RECEIVED
APR 2 - 1965

FORM B-80X—000—7.64 SP*6230-734

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

April 1, 1965

SUBJECT: Contract No. 6534
State Project

To: Mr. D.B. Parkes
Office Engineering

B U I L D I N G

Electric Corporation started work on Sweet Home Traffic Signals ("M" Street at 12th Avenue) on the Santiam Highway in Linn County on March 29, 1965.

Ivan D. Merchant
Bridge Engineer

jm

cc: F.A. Query

NOTED
FLOYD OUERY

RECEIVED
JAN 29 1965

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 27, 1965

Electric Corporation
P. O. Box 266
Salem, Oregon

Gentlemen:

The State Highway Commission on January 27, 1965 awarded to you State Highway Contract No. 8534 for the following project:

Sweet Home Traffic Signals on Santiam Highway ("K" Street) at 12th Avenue in Linn County.

This award was based on your low bid of $7,367.00 which was submitted to the Commission on January 12, 1965 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. M. Young
R. G. Savage (SIAC)
I. D. Merchant

DEPARTMENT
DEC 21 1964
FOR FILING

MISC. CONTRACTS and AGREEMENTS No. 2723

22-16-7
6530

Salem, Oregon
December 1, 1964

Agenda Item 4-j-2

Traffic signal agreement
City of Sweet Home

Mr. F. B. Crandall
Traffic Engineer
O f f i c e

Attention: Mr. L. E. George
Ass't. Traffic Engineer

Attached is a conformed copy of an agreement with the City of Sweet Home covering traffic signal installation at intersection of "M" Street (Santiam Highway) and 12th Avenue.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Sweet Home.

Secretary

rm
Attach: 1

RECEIVED
NOV 6 - 1964
FOR FILING
2Dt1609
134

November 5, 1964

Oregon State Highway Commission

Gentlemen:

We have received a request from the City of Sweet Home for the installation of traffic signals at the intersection of M Street (Santiam Highway) and 12th Avenue in that city. Investigation indicates that the installation is warranted.

It is recommended that a pre-timed traffic signal be installed at the above intersection at an estimated cost of $6,700. The City will pay $3,450 of this amount and will care for future maintenance and power consumption.

This matter will be on the agenda for the November 24 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall
C. H. Maison
R. D. Asburry

VPJ:pk bbc

RECEIVED
AUG 10 1964

FOR FILING

22-14-1

6534

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
August 11, 1964

SUBJECT: Traffic Signal Investigation
Santiam Highway
Sweet Home

To: Tom Edwards
Ass't. Highway Engineer
B U I L D I N G

On July 1, Mr. Robert G. White, City Manager, Sweet Home, wrote to this office requesting traffic signal investigation at five intersections on the Santiam Highway in that city. There is attached a copy of the report from the Division discussing the investigation and recommending that a signal be installed at the 12th Street intersection and the existing signal at 18th Street be converted from actuated to pretimed so that progressive movement can be obtained.

Twelfth Street carries the highway volume and also is the only one of the streets studied that extends for any great distance on either side of the highway. In addition, in the future it will be possible to install a signal at 9th Street and have a system of interconnected signals.

Your approval of the installation of 12th Street and conversion of 18th Street signals is recommended. The total cost of the work to be done is estimated to be $10,000. If this meets with your approval, I will arrange to have Mr. White contacted and the results of the study discussed.

F. B. Crandall
Traffic Engineer

VPJ:sm
Attachment

Approved
Copy to Crandall 8-18-64

RECEIVED
AUG 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

State Highway

Existing Traffic Signal

Intersection Investigated

SIGNED ROUTES

INTERSTATE

U.S

ORE.

LEGEND

Post Office

School

R. R. Depot

Public Bldg.

CH – City Hall

CH Court House

A – Armory

L – Library

Street open for travel.

Street dedicated but not open.

City Limits.

SWEET HOME

LINN COUNTY

PREPARED BY THE

OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

Population 3, 695

Scale in Feet

Revised July, 1964

FORM E-30X—60M—12-63 54677

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
August 6, 1964

SUBJECT: Traffic Signal Investigations
Santiam Highway
Sweet Home

To:
Mr. F. B. Crandall
Traffic Engineer

DEPARTMENT

Attention: Mr. Val P. Johnson

As per your request, we have completed traffic signal investigations at the intersections of the Santiam Highway and 9th Avenue, 10th Avenue, 12th Avenue, 13th Avenue, and 15th Avenue. There are attached typical views, collision diagrams, manual pedestrian and vehicular counts, and a traffic signal warrant sheet.

All five of the intersections investigated are within the Sweet Home business area. The highway at these intersections is 70 feet in width, with a six foot raised median island. There are four lanes of traffic and parallel parking on both sides of the street.

Ninth Street, at its intersection with U.S. 20, has a gravel surface, 49 feet in width, to the north. The road to the south is not really a city street, but enters into a shopping area.

Tenth Street forms a T-type intersection with U.S. 20. Pavement is 45 feet in width with parallel parking on both sides of the street. The driveway to the A&W Root Beer stand is directly opposite this intersection. Vehicles exiting from this driveway could cause trouble if this intersection is signalized.

Twelfth Street intersects U.S. 20 in a cross-type intersection. This intersection is offset approximately 40 feet. The roadway to the north is 32 feet in width and parallel parking is allowed on the east side of the street only. The roadway to the south is 40 feet in width and parallel parking is allowed on both sides of the street.

Thirteenth Street intersects U.S. 20 in a cross-type intersection. Thirteenth Street is 40 feet in width and has parallel parking.

Fifteenth Street intersects U.S. 20 in a T-type intersection. Fifteenth Street is 40 feet in width and has parallel parking. There is a large shopping center in the west quadrant.

The attached Signal Warrant sheet summarizes the volume and accident data at these five intersections. It can be seen that the interruption of continuous traffic warrant is met at the 13th Street intersection and is approached at 12th Street and 15th Street.

Vehicles entering the highway from the side streets have considerable trouble finding a gap in highway traffic. It is felt that a traffic signal in this section will not only help the situation at that particular intersection, but will also help at the other intersections, as it will tend to regiment the traffic, and thus from gaps which side-street traffic may use.

Twelfth Street or Thirteenth Street appear to be the logical intersections for signalization. In looking over the traffic volumes, it is noted that 12th Street actually carries a higher volume of traffic than does 13th Street. Twelfth Street also has the advantage of being a longer, continuous street than 13th Street. Twelfth Street also would allow a more desireable progression speed on the highway and would fit in better to a future signal system than would a signal at 13th Street. A signal at 12th Street would allow a progression speed of about 22 MPH which would be about right in the existing 25 MPH speed zone.

In summary, it is recommended that a fixed-time traffic signal be installed at 12th Street. In connection with this, it is recommended that the existing traffic signal at 10th Street be converted from an actuated signal to a fixed-time signal and be interconnected with a signal at 12th Street.

Mr. Robert White, Sweet Home City Manager, was out of town during the field investigation and has not had this investigation discussed with him.

For R. D. Asburry
Division Engineer

RDT:cs
cc: Mr. Tom Edwards
Mr. H. C. Johnson

TRAFFIC SIGNAL WARRANT COMPARISON

Item	Minimum Warrant	Ninth Street	Santiam Hig at T St
Minimum Vehicular Volume Warrant:			
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	429	751	7
Average Hourly Minor Street Volume-Same 8 hrs. (Highest hourly volumes from either approach)	105	28	
Interruption of Continous Traffic Warrant:			
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	630	751	7
Average Hourly Minor Street Volumes-Same 8 hrs. (Highest hourly volumes from either approach)	53	28	
Minimum Pedestrian Volume Warrant:			
Average Hourly Volume on Major St.-Max. 8 hrs. (Total of both approaches)	700	751	
Average Hourly Ped. Volume Across Major St.-Same 8 hr. (Highest volume crosswalk)	105	10	
Accident Experience Warrant:			
Preventable Accidents (Last 12 months)	5	1	

	Minimum Warrant	Ninth Street	Tenth Street	Twelfth Street	Thirteenth Street	Fifteenth Street
		Santiam Highway at				
8 hrs.	420	751	767	815	861	776
8 hrs. r approach)	105	28	38	45	57	45
8 hrs.	630	751	767	815	861	776
8 hrs. r approach)	53	28	38	45	57	45
8 hrs.	700	751	767	815	861	776
St.-Same 8 hr.	105	10	5	21	33	11
	5	1	0	2	2	0

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE _____

DAY OF WEEK _____

ACTUAL COUNT (VEH.) _____ HRS.

HOURS COUNTED _____

PEDESTRIAN COUNT _____ HRS.

HOURS COUNTED _____

WEATHER _____

CITY OF _____

INTERSECTION OF _____

AND _____

STATION NO. _____

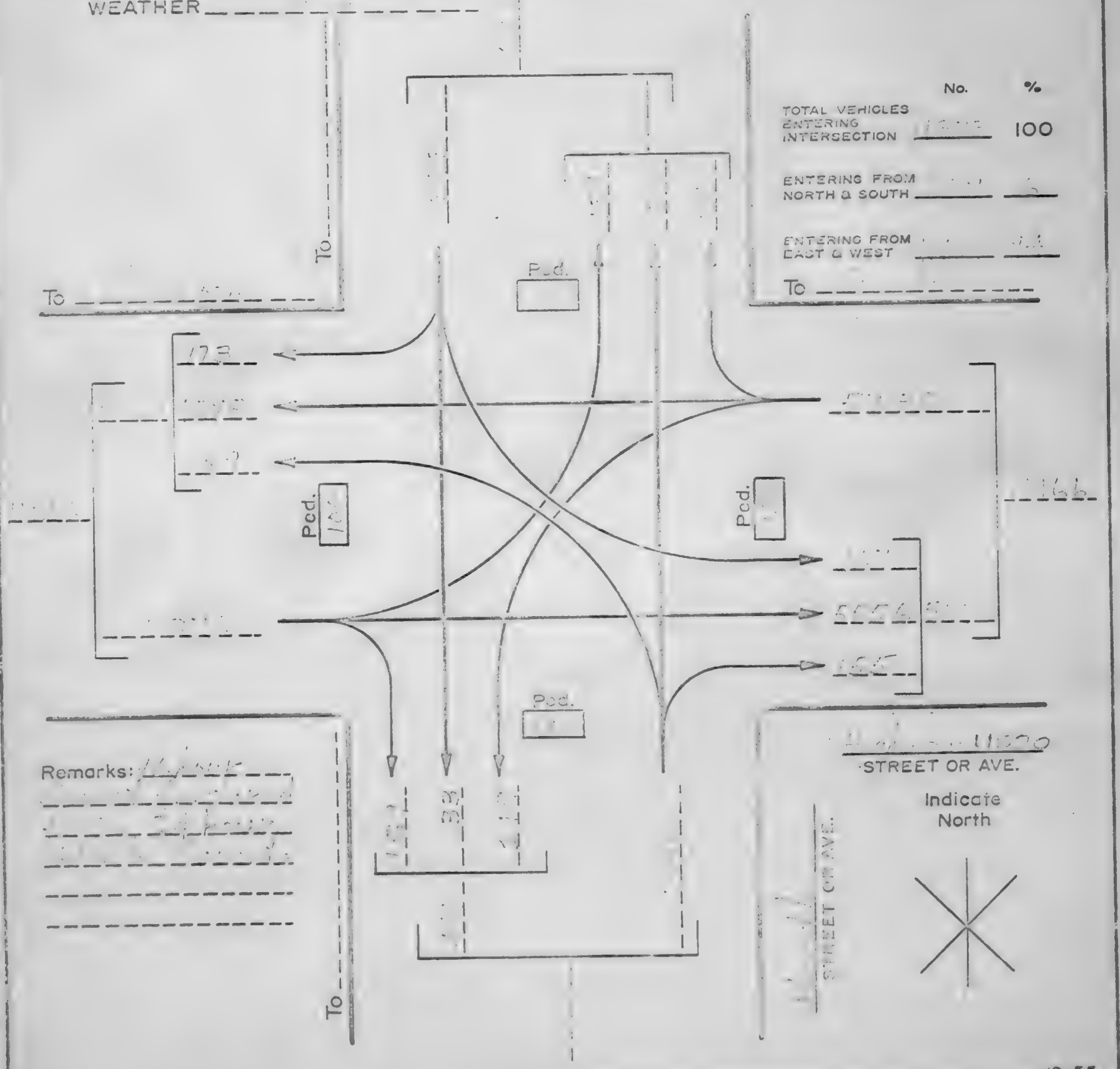
CODE NO. _____

CLASSIFICATION _____

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION		100
ENTERING FROM NORTH & SOUTH		
ENTERING FROM EAST & WEST		

To _____

To _____



Remarks: _____

To _____

_____ STREET OR AVE.

STREET OR AVE.

Indicate North

12-55

Form E-47-2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date July 20, 22 1954
Day of week Monday except
Hours counted 6 A.M. to 10 P.M.
Weather Clear
Classification All Vehicles

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West	Per Cent of Total
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL				
A.M.	6:00– 7:00	11	3	6	5	1		71	292		1	2	4	396	23	6	373	94
	7:00– 8:00	4	6	10	6			123	388	1	4	2	2	546	20	4	526	96
	8:00– 9:00	10	1	9	4			142	227	2	2	6	5	408	26	6	382	94
	9:00–10:00	6	11	7	6		1	170	273	9	7	11	3	504	24	5	480	95
	10:00–11:00	10	6	6	5		1	209	301	10	11	6	3	558	31	5	527	95
	11:00–12:00	11	11	7	6		1	265	346	18	7	10	5	687	31	5	656	95
	12:00– 1:00	12	9	10	7	1	1	300	329	15	7	10	3	706	36	5	670	95
P.M.	1:00– 2:00	5	11	13	5	3	2	253	301	5	5	21	2	676	30	4	646	96
	2:00– 3:00	9	9	9	7	1		241	314	21	12	10	11	770	41	6	726	94
	3:00– 4:00	8	8	13	6	3	2	372	397	23	12	24	12	885	37	7	826	93
	4:00– 5:00	3	20	14	8	3	4	479	341	27	23	14	12	961	65	7	896	93
	5:00– 6:00	12	13	7	14	2	2	408	348	22	12	17	7	856	73	6	813	91
	6:00– 7:00	9	12	9	9	3	1	312	285	12	6	13	6	676	57	5	621	92
	7:00– 8:00	13	13	11	12	6		312	352	12	9	12	6	761	55	6	716	94
	8:00– 9:00	15	14	12	11	3	3	300	262	11	10	13	3	761	46	7	711	93
	9:00–10:00	13	7	12	11	2	2	271	261	9	4	5	2	611	32	5	581	95
A.M.	10:00–11:00																	
	11:00–12:00																	
	12:00– 1:00																	
	1:00– 2:00																	
	2:00– 3:00																	
	3:00– 4:00																	
	4:00– 5:00																	
	5:00– 6:00																	
	24-Hour total .	167	171	172	131	38	22	4370	5556	219	155	189	109	11223	659	6	11164	94
	16-Hour total .	152	155	157	119	30	20	4453	5251	199	141	172	97	10748	599	6	10149	94
	___-Hour total .																	
	Control . . .																	
	Factor . . .																	

9th Avenue ..... St. is North and South

Highway US20 ..... St. is East and West

Tabulat
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Checke

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Sunset Hour

Intersection Sandlam Highway (99E) 97th Ave.

Classification All Vehicles

Station number

Code number

Entering Volumes

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS: North	East	West	South	PEDESTRIANS USING CROSSWALKS: North	East	West	South
1	2	4	396	23	6	373	94	18	74	299	5			5	
4	2	3	546	20	4	526	96	19	130	396	[illegible]				
2	6	5	408	26	6	382	94	19	145	237	7	2		3	
7	11	3	504	24	5	480	95	13	190	290	11		5	4	1
11	6	3	588	31	5	557	95	16	345	312	15	2	9	2	17
7	10	5	681	31	5	650	95	18	294	362	13	5	11	11	7
1	10	3	706	36	5	670	95	25	324	341	11	2	7	5	22
5	21	2	676	30	4	646	96	21	299	347	9	2	7	2	20
14	10	11	770	44	6	726	94	17	375	331	27	2	4	2	42
17	28	12	865	51	7	826	93	26	463	428	32	2	4	2	28
23	14	12	961	65	7	896	93	30	528	468	45	1	14	3	35
15	17	17	976	53	6	923	94	27	494	379	26	1	4	1	17
6	13	6	844	31	4	813	96	21	311	301	13	1	2	1	6
9	12	6	761	25	6	716	94	30	343	344	15	2	1	1	9
10	13	3	721	46	7	675	93	30	325	316	11	1	1	1	9
7	8	2	617	34	5	621	95	17	304	272	8	2	3	2	7
156	189	109	11223	659	6	11164	94	373	5258	5876	286				
141	172	91	10748	599	6	10149	94	339	4867	5342	260	72	98	100	198

Tabulated by U-Turn from Foster = 101

Computed by U-Turn from Lebanon = 18

Checked by

Checked by

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE _____

DAY OF WEEK _____

ACTUAL COUNT (VEH.) _____ HRS.

HOURS COUNTED _____

PEDESTRIAN COUNT _____ HRS.

HOURS COUNTED _____

WEATHER _____

CITY OF _____

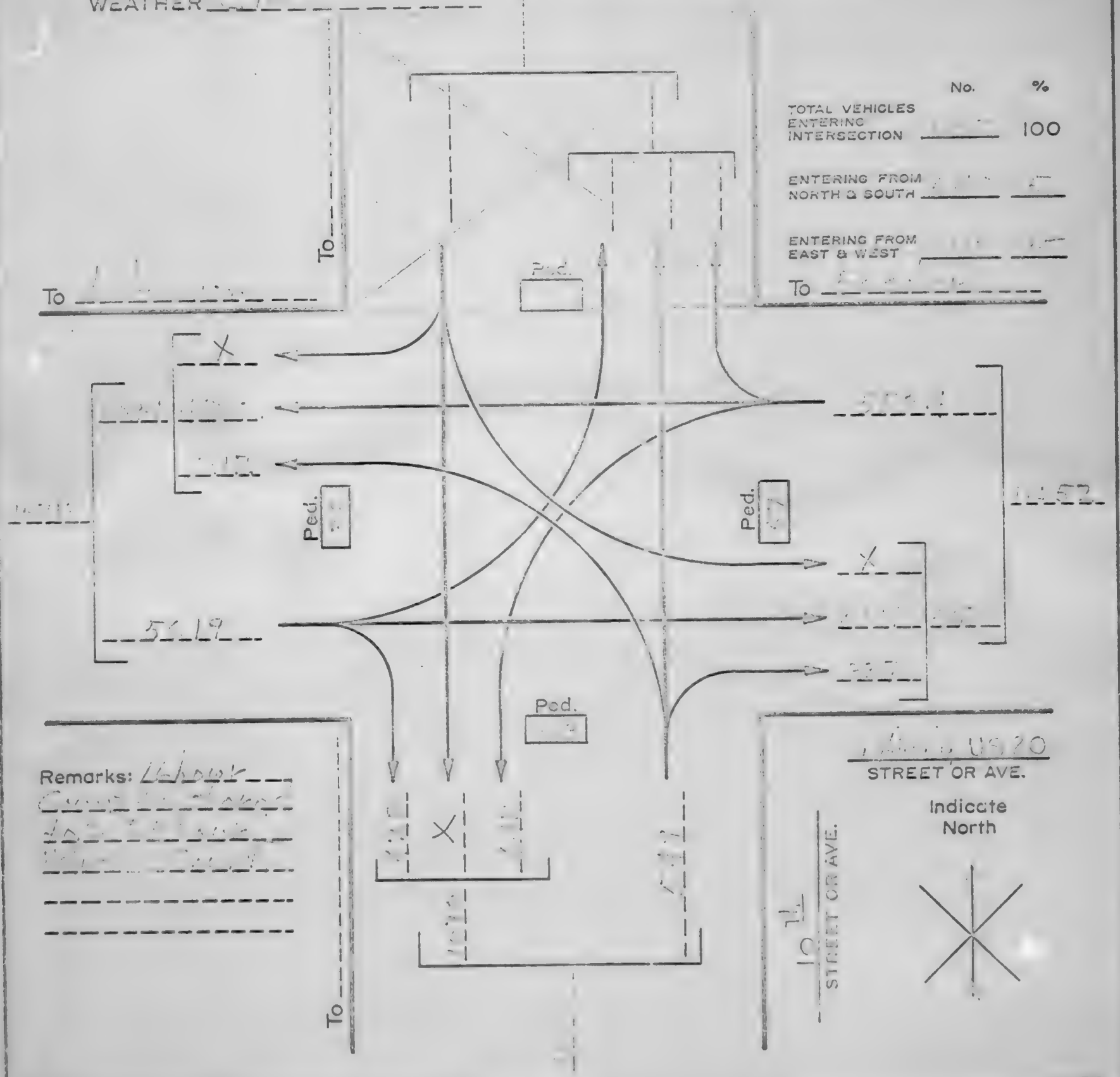
INTERSECTION OF _____

AND _____

STATION NO. _____

CODE NO. _____

CLASSIFICATION _____



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	_____	100
ENTERING FROM NORTH & SOUTH	_____	_____
ENTERING FROM EAST & WEST	_____	_____

Remarks: _____

12-55

Form E-40—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date Oct 17, 22 1964
Day of week Friday - Monday
Hours counted 6AM to 10 PM
Weather Clear
Classification All Vehicles

City
Inter
Stati
Code

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West	Per Cent of Total	N
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL					
A. M.	6:00– 7:00							25	258	8	10	4	4	359	14	4	345	96	
	7:00– 8:00							133	272	12	11	8	3	439	14	3	445	97	
	8:00– 9:00							150	247	25	3	4	1	431	4	1	398	99	
	9:00–10:00							176	179	34	21	4	13	427	33	7	423	93	
	10:00–11:00							241	245	28	26	4	11	455	31	5	544	95	
	11:00–12:00							260	284	44	17	4	11	424	28	4	671	96	
	12:00– 1:00							307	277	37	31	4	12	468	46	7	634	93	
P. M.	1:00– 2:00							246	284	32	22	4	11	599	54	7	756	93	
	2:00– 3:00							221	284	44	22	4	1	707	42	6	665	94	
	3:00– 4:00							230	410	33	32	4	18	761	48	5	848	95	
	4:00– 5:00							274	421	43	32	4	25	801	55	4	1004	96	
	5:00– 6:00							244	344	36	24	4	1	817	49	6	808	94	
	6:00– 7:00							208	284	32	16	21	7	574	25	4	672	96	
	7:00– 8:00							211	286	28	12	4	12	553	19	3	575	97	
	8:00– 9:00							200	251	21	12	4	4	494	31	5	634	95	
	9:00–10:00							150	200	11	8	4	4	381	21	3	600	71	
	10:00–11:00																161		
	11:00–12:00															8	6132		
A. M.	12:00– 1:00																		
	1:00– 2:00																		
	2:00– 3:00																		
	3:00– 4:00																		
	4:00– 5:00																		
	5:00– 6:00																		
	24-Hour total							4882	6191	643	2251	238	212	11692	549	5	11143	95	
	16-Hour total							4438	4719	584	306	217	132	10629	499	5	10130	95	
	___-Hour total																		
	Control																		
	Factor																		

Tabulated
Computed
Checked
Checked

10th Avenue St. is North and South

Highway US 20 St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Sweet Home

Intersection Santiam Highway (20) & 12th Ave.

Station number

Code number

Classification All Vehicles

Entering Volumes

South to East	West to South	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS North	East	West	South	PEDESTRIANS USING CROSSWALKS North	East	West	South
4	12	357	14	4	345	96		83	262	14			3	2
3	8	337	14	3	445	97		145	360	14		1		1
1	1	402	4	1	398	99		175	223	4				2
1	12	456	33	7	423	93		204	219	33		3	1	2
11	11	575	31	5	544	95		269	275	31		3	2	5
11	11	697	28	4	671	96		304	367	28		1	6	10
12	12	699	46	7	634	93		326	368	46		2		12
12	12	810	54	7	756	93		404	382	54		6	7	24
10	10	707	42	6	665	94		319	336	42		6	7	33
18	18	911	43	5	868	95		389	457	43		7	4	32
20	20	1048	53	4	1001	96		474	523	53		11	2	19
11	11	871	49	6	822	94		370	453	49		5	3	14
4	4	481	25	5	456	95		227	254	25		2	1	2
9	9	574	19	3	575	97		311	264	19		3		2
12	12	775	31	5	734	95		384	360	31				11
4	4	481	21	5	460	95		241	221	21			1	
					767					38		39	33	
				8	6132				8	307		8	39	
128	212	11692	549	5	11143	95		5524	5617	549				
387	112	10629	499	5	10130	95		5022	5108	499		57	38	163

Tabulated by U-Turn from Fostck = 238

Computed by U-Turn from Lebanon = 142

Checked by

Checked by

RECEIVED
AUG 5 1964

FOR FILING
22-16-7
4534

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
August 4, 1964

SUBJECT: Traffic Signal Investigations
U.S. 20 in Sweet Home

To:

Mr. Tom Edwards
Assistant State Highway Engineer

D E P A R T M E N T

This is in regard to your recent inquiry regarding an assignment this office has for traffic signal investigations at five intersections on U. S. 20 in the City of Sweet Home.

This office has not, as yet, received all of the necessary information on traffic volume counts. The counts have been made, but all have not yet been summarized. The number of counts needed made the counting and summarizing a lengthy process.

We will endeavor to have a report to you within a week.

R. D. Asburry
Division Engineer

By

Gerald Wimer
Assistant Division Engineer

RDT:cs

B/J weeks' [illegible]

NOTED
TO... EDWARDS

RECEIVED
AUG 5 1964
OFFICE OF
STATE HIGHWAY ENGINEER

27-1112 Independence Jct.-West Salem Sec., Willamina-Salem Hwy. 1965
#6535 Grad. & Pav. [redacted]

RR-626
COA-2750

RECEIVED
FEB 8 - 1969
FOR FILING

27-1112

6535

4-0

August 22, 1968
Salem, Oregon

31,200 - RAILROAD COMPANIES
FILE No. 6226

Southern Pacific Company
Agreement

Mr. G. E. Rohde
Chief Counsel

Attention: Mr. Jack Sollis

B U I L D I N G

Agenda 40
Aug 20, 1968

Attached are two copies of an Indenture with Southern Pacific Company granting the State easements for drainage structures on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

We are retaining a conformed copy until we receive a fully signed copy of this indenture.

Floyd Query, Secretary

wln
Attachments

cc Mr. F. D. Morgan
Attn: Ted Litchfield

FORM E-30 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 12, 1968

SUBJECT: Indenture
Southern Pacific Company
Independence Jct.-West Salem Section
Willamina-Salem Highway
Polk County
R/W File 36200

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
B U I L D I N G

Herewith you will find duplicate counterparts of an indenture between the Southern Pacific Company and State granting the State the right to construct, maintain and use drainage structures across railroad property as required by the construction of the above-captioned section.

An agreement with the Railroad dated April 20, 1965 provides that by indentures of future dates the Railroad will grant to the State this right. The date of this indenture is July 8, 1966. There has been considerable correspondence between the Railroad and the State concerning the accuracy of the descriptions. These have now been agreed upon and the 12 parcels covered in the indenture are shown on the exhibit attached to the agreement dated April 20, 1965. The work is completed as part of Contract No. 6535, and the execution of this agreement will not result in any immediate additional expense to the State.

This agreement does require the State to reimburse the Railroad for any expense of construction, reconstruction, maintenance and removal of these drainage structures. The State has the privilege of entering on Railroad property to construct, reconstruct, or maintain the culverts and the State is to keep the culverts in a safe condition free from waste so far as affected by the highway operation. If the culverts are not maintained to the Railroad's satisfaction, the Railroad has the right to maintain the structure and charge the State for their cost.

This agreement has been reviewed by the Right of Way, Legal and Construction Divisions and found to be satisfactory. We now submit it to you for your approval and request that it be presented to the Highway Commission at their meeting of August 20, 1968.

Your attention is called to Page 7, Section 9. You will note that the second paragraph of this section has been deleted. It will be necessary for you and the Commissioners to initial this deletion. Upon execution of this document by the Commission, the duplicate originals should be returned to Jack Sollis of the Legal Division for further handling.

F. D. Morgan
Construction Engineer

By T. W. Litchfield
T. W. Litchfield
Utilities Liaison Engineer

TWL:ss:fw
Enc.

RECEIVED
AUG 12 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 14 1968
FOR FILING

27-1112

August 13, 1968

Oregon State Highway Commission

Gentlemen:

There will be on the agenda for your August 20 meeting an indenture from the Southern Pacific Company granting the State easements for drainage structures on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

This indenture is a follow-up of the construction agreement executed by the Railroad and State dated April 20, 1965. The construction work has been performed, and this indenture provides for the State to maintain these culverts or reimburse the Railroad for maintaining them. Inasmuch as these culverts pass under both the highway and the railroad, and, in fact, drain the highway facility, this is satisfactory to the State. The execution of this agreement will result in no additional cost to the State except that required by future reconstruction and/or maintenance of the drainage structures.

Please note that the second paragraph of Section 9 on Page 7 has been deleted. This should be initialed by each Commissioner. We recommend your approval of this indenture.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

TWL:ss:fw lms
bc: Forrest Cooper
Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
T. W. Litchfield
D. H. Moehring
Jack Sollis

FORM 6-90 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 12, 1968

SUBJECT: Indenture
Southern Pacific Company
Independence Jct.-West Salem Section
Willamina-Salem Highway
Polk County
R/W File 36200

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Herewith you will find duplicate counterparts of an indenture between the Southern Pacific Company and State granting the State the right to construct, maintain and use drainage structures across railroad property as required by the construction of the above-captioned section.

An agreement with the Railroad dated April 20, 1965 provides that by indentures of future dates the Railroad will grant to the State this right. The date of this indenture is July 8, 1966. There has been considerable correspondence between the Railroad and the State concerning the accuracy of the descriptions. These have now been agreed upon and the 12 parcels covered in the indenture are shown on the exhibit attached to the agreement dated April 20, 1965. The work is completed as part of Contract No. 6535, and the execution of this agreement will not result in any immediate additional expense to the State.

This agreement does require the State to reimburse the Railroad for any expense of construction, reconstruction, maintenance and removal of these drainage structures.. The State has the privilege of entering on Railroad property to construct, reconstruct, or maintain the culverts and the State is to keep the culverts in a safe condition free from waste so far as affected by the highway operation. If the culverts are not maintained to the Railroad's satisfaction, the Railroad has the right to maintain the structure and charge the State for their cost.

This agreement has been reviewed by the Right of Way, Legal and Construction Divisions and found to be satisfactory. We now submit it to you for your approval and request that it be presented to the Highway Commission at their meeting of August 20, 1968.

Your attention is called to Page 7, Section 9. You will note that the second paragraph of this section has been deleted. It will be necessary for you and the Commissioners to initial this deletion. Upon execution of this document by the Commission, the duplicate originals should be returned to Jack Sollis of the Legal Division for further handling.

RECEIVED
AUG 1 2 1968

F. D. Morgan
Construction Engineer

By

FORM E-123

RECEIVED
AUG 8 1968

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD

FRED W. HILL, MEMBER
PENDLETON

THADDEUS B. BRUNO, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
August 6, 1968

Oregon State Highway Commission

Gentlemen:

Since completion of the Independence Y-West Salem Section of the Willamina-Salem Highway, slides have continued to be a problem.

At the intersection of the Doakes Ferry County Road, which is near Holman State Park, unstable ground conditions have necessitated continuous maintenance. To eliminate this problem, we recommend the construction of a deep interceptor drain in an effort to eliminate excessive moisture which is causing a slippage and bulging in the County Road connection. It is estimated that this work will cost approximately $50,000.

The matter will appear on the agenda for the August 20 meeting, and we request your approval to add it to the current State Construction Program.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
R. L. Porter
Deputy State Highway Engineer

bc: Floyd Query
Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
R. D. Asburry

Received 11:15 AM April 11, 1968
Floyd Query

APR 29 1968

STATE OF OREGON, }
County of Marion, } ss.

CIVIL SUBPOENA

also $5.32

27-111

IN THE NAME OF THE STATE OF OREGON

TO **FLOYD QUERY, Secretary, Oregon State Highway Commission,**

State Highway Building, Salem, Oregon

You hereby are commanded to appear in the Circuit Court of the State of Oregon, for the County of Marion, at the County Courthouse in Salem, in said Marion County, on the **15th** day of **April**, 19**68**, at **9:30** o'clock **A.** M., to give evidence in a cause wherein **State of Oregon, acting by and through the State Highway Commission, ex rel Reid Bros. Trucking Co., Inc., is Plaintiff and Page Paving Company, a corporation, R. A. Heintz Construction Co., a corporation, Valley Concrete & Gravel Co., Inc., a corporation, United Pacific Insurance Company, a corporation, Great American Insurance Company, a corporation, Hartford Accident & Indemnity Company, a corporation, are** Defendant~~s~~, on the part of ~~the~~ **Valley Concrete & Gravel Co., Inc., and to bring with you all general daily progress and inspector's reports relating to State Contract No. 6535.**

WITNESS my hand and the seal of said Court affixed, at Salem, Oregon, on this **10th** day of **April**, 19**68**.

(SEAL OF SAID COURT)

STATE OF OREGON } ss.
County of Marion
I hereby certify that the foregoing is a full, true and correct copy of the original.
William B. Kyllo
Attorneys for defendants

/s/ T. HAROLD TOMLINSON, County Clerk

By **/s/ MAXINE EATON**, Deputy.

Valley Concrete & Gravel Co., Inc. and Hartford Accident & Indemnity Company

STATE OF OREGON, }
County of _____ } ss.

I hereby certify that I served the foregoing Subpoena on the _____ day of _____ 19____, within said state and county, on the above-named _____

_____

_____

by then and there delivering a true copy thereof, prepared and certified such to be by _____

_____, to each of said persons, personally and in person, and, at the same time, giving (offering) to him the fees to which he is entitled by law for travel to and from said place designated and one day's attendance thereat.

_____

Sheriff of _____ County, Oregon

(See ORS 44.140)

By _____, Deputy

4-11 E. Ruffing will bring his copies to this office PM today or AM 4-12 TK

Prep. and copies which were picked up by Wyllie's rep. 4-12

#5.32 cash sent to Acct. Div. 5/23/68 C.H.

LAW OFFICES
McKAY, PANNER, JOHNSON & MARCEAU
1026 BOND STREET
BEND, OREGON 97701

AREA CODE 503
TELEPHONE 382-3011

DUNCAN L. McKAY
OWEN M. PANNER
LYMAN C. JOHNSON
RONALD L. MARCEAU
DAVID F. BERGER
DENNIS C. KARNOPP

April 5, 1968

Mr. Floyd Query
Oregon State Highway Commission
State of Oregon
Salem, Oregon 97310

Dear Mr. Query:

Re: Independence Jct. - West Salem
Contract Number 6535

Enclosed herewith is a certified copy of a subpoena in the above-entitled matter. The case is set for trial on April 15, 1968 at 9:30 A. M. in Judge Sloper's courtroom in Salem.

If you will send me a copy of the daily rock spread reports on the job, it will not be necessary for either you or Mr. Duffy to appear at the time of the trial.

Thank you very kindly for your cooperation. I would appreciate getting a copy of them at your earliest convenience.

Best wishes.

Very truly yours,

McKAY, PANNER, JOHNSON & MARCEAU

Owen M Panner

OWEN M. PANNER

OMP/jh
Enc.

4-9 McKinney says he had discussed similar request made to Edwards. Ok to send certified copies as requested. Duffy will send his copies to me for reproduction

T.C.

RECEIVED
APR 8 1968
OREGON
STATE HIGHWAY COMMISSION

FORM No. 255—Civil Subpena—Circuit Court

In the Circuit Court of the State of Oregon

FOR THE COUNTY OF Marion

STATE OF OREGON ex rel. REID BROS. TRUCKING CO., INC., *Plaintiff,*

vs.

PAGE PAVING COMPANY et al, *Defendant.*

Case No. 63446

CIVIL SUBPENA

TO: Floyd Query

IN THE NAME OF THE STATE OF OREGON:

You hereby are required to appear in the Circuit Court of the State of Oregon for the County of Marion, *at Room No.* ..... *of the County Court House of said county in the City of* Salem, *Oregon, on the* 15th *day of* April, 1968, *at* 9:30 *o'clock* A *M., to testify as a witness in the above entitled cause on behalf of* plaintiff, and to produce with you at that time a daily rock spread report in the possession of Arthur Duffy, resident engineer on contract No. 6535, Independence Jct. - West Salem.

WITNESS my hand and the seal of said court on this 5th *day of* April, 1968.

Howell Tomlinson

Clerk of the Above Entitled Court

By B. Garst *Deputy*

(SEAL)

Name, address and telephone of attorney requesting the foregoing subpoena.

Owen M. Panner
1026 Bond Street
Bend, Oregon 97701
Phone 382-3011

I hereby certify that the foregoing is a true copy of the original subpoena in the above entitled action as the same appears in my hands for service.

Owen M Panner

~~*Sheriff of*~~ Marion *County, Oregon*

Attorney for plaintiff

By ..... *Deputy*

No. .....

In the Circuit Court

of the State of Oregon,

for the County of .....

.....

.....

Plaintiff

vs.

.....

.....

Defendant

CIVIL SUBPENA

(FORM No. 255)

Filed ....., *19*.....

..... *Clerk.*

By ..... *Deputy.*

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of ..... } ss.

PROOF OF SERVICE

I hereby certify that the within subpena was delivered to me for service on .....,
19.....; *that I served the same within said county and state on the* .....*day of* .....,
19....., *on the within named* .....
by delivering a copy thereof to said .....
personally and giving or offering to him at the same time the fees and mileage to which he is entitled for travel to and from the place designated in said subpena and one day's attendance.

Sheriff's fees $.....

Witness fee and mileage $.....

Paid by .....

Sheriff of .....*County, Oregon*

By .....
Deputy

FEB 10 1968
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
PORTLAND
FRED W. HILL, MEMBER
HELIX

27-1112

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 16, 1968

Southern Pacific Company
Union Station
Portland, Oregon 97209

ATTENTION: Mr. A. W. Kilborn

RE: Final Judgment
Case No. 15832
State vs. Harold & Claudine Elbert
Bonneville Station-Patterson Ave. Section
(Independence Jct.-West Salem Section)
Willamina-Salem Highway
Polk County
YOUR FILE: GMO 60611
O-PD-63-9

Gentlemen:

Herewith you will find one copy of the above-captioned Final Judgment dated December 19, 1962, as you requested in your letter of February 15, 1968.

This is also being sent to your San Francisco office by copy of this letter for their information.

Very truly yours,

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

NOTED
F. B. KLABOE

TWL:ss:fw

Enc.

cc Southern Pacific Co. - w/enc.
San Francisco

bc: F. B. Klaboe - (w/copy of SP letter)
G. E. Rohde "

RECEIVED
FEB 19 1968
OFFICE OF
STATE HIGHWAY ENGINEER

Southern Pacific Company

A. W. KILBORN
SUPERINTENDENT
E. W. BISHOP
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

251 UNION STATION, PORTLAND, OREGON 97209

February 15, 1968

IN REPLY PLEASE REFER TO

GMO 60611
O-PD-63-9

Mr. F.D. Morgan
Construction Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. T.W. Litchfield
Utilities Liaison Engineer

Dear Sir:

This refers to exchange of properties with the State of Oregon for the widening of Willamina-Salem Highway, Independence Jct.-Patterson Avenue Section.

Please furnish this office a copy of the Final Judgment dated December 19, 1962 filed in the Circuit Court of the State of Oregon, for the County of Polk, wherein the State of Oregon, by and through its State Highway Commission was the Plaintiff and Harold and Claudine Elbert were the Defendants and bearing Case No. 15832. This is referred to in your Bargain and Sale Deed in connection with the exchange of property near West Salem.

Yours truly,

A W Kilborn

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swen

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FEB 16 1968
CONSTRUCTION
DIVISION

Pease E
Morelock
Trout
Scott
Wills
Litchfield
Olson

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DEC 13 1967
FOR FILING
27-1112
6535

December 12, 1967

Salem Road & Driveway Company
P. O. Box 603
Salem, Oregon 97308

Gentlemen:

Thank you for your letter of December 8 informing us that your claim in the amount of $903.00 for labor and materials has been fully paid.

You state this is in reference to your claim which you submitted on March 9, 1967, which was filed on the Page Paving Company and R. A. Heints Construction Company Contract No. 6535 for grading, paving, and signing on the Independence Junction--West Salem Section of the Willamina--Salem Highway in Polk County.

We will advise the sureties and the principal contractors of the receipt of your letter.

Very truly yours,

Floyd Emery, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: United Pacific Insurance Company
Great American Insurance Company
Mansfield & Company
Wells-Reed-Wood-West Company
Page Paving Company
& R. A. Heints Construction Company
Commissioners

CWH:gc

NOTE ON CARD
12-12-67
M. C.

Salem ROAD & DRIVEWAY CO.

P. O. BOX 603 • SALEM, OREGON 97308
TELEPHONE: 585-5656

December 8, 1967

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Re: O.S.H.D. Contract No. 6535
Page Paving Company & R. A. Heintz
Construction Co.

Dear Sir:

We are pleased to advise that our Notice of Claim in the amount of $903.00 submitted to you on March 9, 1967 has been fully paid and received this date.

A copy of this letter is being forwarded to the Secretary of State.

Very truly yours,

Salem Road & Driveway Co.,

George A. Lindahl

George A. Lindahl, Secretary

cc: Page Paving Company

NOTED
FLOYD QUERY

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DEC 11 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
NOV 8 - 1967
FOR FILING

27-1112
6535

November 7, 1967

Wells-Reed-Wood-West Company
412 Failing Building
Portland, Oregon 97204

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A third post-final payment for $6,440 will be made to Page Paving Company and R. A. Heintz Construction Company on Contract No. 6535 for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County as soon as the warrant is prepared.

The total amount paid on this contract will be $1,556,095.44 including the post-final payment. Of the total $171,536.46 is for force account work.

Very truly yours,

Floyd Ganry, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Page Paving Company
and R. A. Heintz Construction Co.
Box 2206
Salem, Oregon

Great American Insurance Company
2030 Ninth Avenue
Seattle, Washington 98121
C. H. Maison
Attn: John Herr

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DEC 5 - 1967
FOR FILING
27-1112
6936

November 1, 1967

#3

Page Paving Company
and R. A. Heintz Construction Company
Box 2206
Salem, Oregon

Gentlemen:

The State Highway Commission at its meeting on October 31 considered your request for an extension of time on Contract No. 6535 on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

After considering the recommendation of the Engineer and other available information, the Commission extended the specified completion date to August 31, 1966.

Very truly yours,

Floyd Ousery, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm
cc R. D. Asburry
E. J. Hall
L. H. Young
F. D. Morgan
G. H. Maison

Salem, Oregon
September 1, 1967

Mr. R. L. Porter
Deputy State Highway Engineer

Extension of Time
Contract 6535
Independence Jct.-
West Salem Section
Willamina-Salem Highway

Mr. F. B. Klaboe
Assistant State Highway Engineer

I have studied Heintz' request for time extension and I would recommend the following:

1. Allow nine days for excavation overrun. This is a judgment item as to validity. It is only justified by quantity overrun.

2. Do not allow two days for A.C. overrun. The contractor makes no mention of deletion of leveling course. Also, weekly reports note that.

3. The contractor's request, with respect to slide correction, states "...materially, it only effected timewise the grading operation, 14 working days..." He states further that the haul route was over the traveled roadway and thus caused further delay. I am not in accord with this last statement.

4. Reading the weekly reports indicates that paving was held up by two things -- (1) the lack of crushed material and (2) the delay caused by installing drainage. These were contractor errors.

I would, therefore, recommend granting time extensions only for nine days for excavation overrun and 14 days for slide correction, or a total of 23 days.

Tom Edwards
Assistant State Highway Engineer

TE:ja

cc Forrest Cooper

FORM E-80 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 11, 1967

To: F. B. Klaboe
Assistant State Highwan Engineer
BUILDING

SUBJECT: Extension of Time
Independence Jct.-West Salem Section
Willamina-Salem Highway
Contract 6535

You asked that we review our recommendation and give further study to the request for time extension on this project. Our June 26 report was based on a time-money relationship after citing the specific time intervals during which slide work was performed. Question has been raised as to whether more regular contract work could and should have been performed concurrently with the extra slide work, particularly during the second season (1966).

Unlike many projects this one probably had ample time allowed in the original contract to accomplish the planned work. This could tend to distort time-money relationships beyond what reasonable rates of production would derive. Ordinarily we would expect the addition of $180,000 of work during productive time would affect project completion. Due to the intermingling of the regular and extra work the time-money approach has the appeal of simplicity but the results in this case may be distorted.

Some information gleaned from the weekly reports is summarized on the attached sheets. This shows that subgrade finishing, rock placement and finishing, and some paving was performed concurrently with the 1966 slide work both within the section that was under traffic between the slide location and the entrance to the waste area, and elsewhere. Work continued in ab out this same pattern immediately after the slide haul was complete. There was no apparent concentration of work within the haul zone after the slide haul stopped. This data can be used on either side of the argument. That is, since some work was done within this section, more could have been done or at least what was done could have been done sooner. On the other hand, the contractor can argue, as he cites in his request, that the existence of the slide work hindered all other activity on the project. His request relating to the extra work does not distinguish between the 1965 and 1966 seasons. It must refer to 1966 as only a few thousand dollars was spent on force account during 1965. The production yardage of planned excavation was moved in 1965 as the grading quantity was 99% completed then. This is also apparent from our chart.

I find no rational way to compute delay during the 1966 slide work. During the time it was in progress, two to four loaders and four dozers were on the job. Two weeks after the slide work was completed only one loader and one dozer were in use. Our chart indicates a noticeable lack of surfacing and paving during May, 1966. We note a comment in the Resident Engineer's weekly report of July 9 which states "contract grading work remaining is held up

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AUG 11 1967
OFFICE OF
STATE HIGHWAY ENGINEER

pending further rock surfacing and paving." The contractor's time-money analysis using the overall overrun of regular contract items includes the substantial overruns in structural and drainage excavation and the wall items, all of which were concurrent with the regular grading work and it is very questionable whether they contributed any overall delay.

We offer the following alternative approach for time extension on this project:

(1) Nine days for the 10.5% general excavation overrun (36.000 c.y. @ 4,000 yds. per day which takes into account the 1965 slide removal done at bid prices.)

(2) Two days for the 7.4% A.C. overrun (2,333 ton @ 1,200 per day.)

(3) 24 days for the 1966 slide work. This is just what the contractor requests for surfacing delay and is 56% of the 43 work days that elapsed while the slide haul was in progress May 16 to June 15. We think the additional 14 days the contractor requested for grading delay should be considered as concurrent with the 24 days.

This makes a total of 35 work days and the liquidated damages on this project is computed on work days. There are 51 days liquidated damages assessed at the rate of $280 per day, amounting to $14,280. A 35-day extension would leave 16 days damages amounting to $4,480. If you wish to proceed on this basis, please advise and we will prepare a draft letter to the Highway Commission accordingly.

F. D. Morgan
Construction Engineer

By: John A. Bond

John A. Bond
Staff Assistant

JAB:ss
Attachment

Slide Area at Station 1185-1192 Lt., haul to Waste Area Station 1243 +82 rt. within these limits. Work done between 4-26-66 and 7-15-66 as follows:

Grading and Subgrade Finishing	Paving	Rock
1232+50 (BPA done)	4-27, 28, &29	
1215-1215+50 rock slope	4-28	
1217-1222	5-2	
1212-1239	5-2	
1222-1236+50	5-3	
1216-1220	5-4	
"FRS"	5-5, 5-6	
1206-1250	5-11	
1235-1240	5-13	

		Slide Haul Started			
1214-1250	5-16	(SS-1)1204-1247	7-8	1202-1248	6-13, 14
1217-1225	5-17	1204+50-1248	7-11	1202+50-1237	6-15, 16
1212-1250	5-18			1240+50-1243	6-21
1225-1248	5-23			1202+50-1224	6-22
1240-1246	5-26			1221-1262	6-23
1220-1250	5-27			1204-1260	6-29
1217+50-1225	6-14			1202+50-1217	6-30
1178-1200	7-12			1202+50-1225	7-5
1185-1194	7-12			1217-1232+50	7-6
1180-1201	7-13			1234-1247	7-6
1185-1192	7-14			1232-1249	7-7
				1232+50-1249	7-7

OTHER AREAS

Grading and Subgrade Finishing		Paving		Rock	
1247-1248	5-9	1160-1161+75	5-13	1130-1134	5-12
1247-1248+50	5-10	1128-1134	5-13	1159-1161	5-12
1242-1251	5-12	1130-1134	5-16		
1240-1250	5-13				
		Slide Haul Started			
1237-1250	5-19	1084+50-1090	5-18	1130-1136	5-17
1136-1152	5-20	(SS1)1249-1273	7-11	driveways	5-27
1092-1115	5-25	1248-1261+50	7-12	driveways	5-31
1235-1250	5-25	1263+50-1271+50	7-12	FR1 & 1258	6-2
1094-1115	5-26			FR6	6-10
Doaks Ferry Conn.	5-23 to 27			1148-1163 driveways	6-11
1092-1158	5-31			1090-1126	6-20
1252-1260 & Doaks	6-1			1248-1270	6-20
1133	6-2			1144-1158	6-21
"PA"	6-3			1164-1177+50	6-21
Doaks	6-4			1164-1177	6-22
1090-1124	6-7, 8			1134+50-1140	6-23
1225-1254	6-10			1110-1128	6-24
1148-1163	6-11			1136+50-1138+50	6-27
1134-1149	6-13			1169+50-1177+50	6-27
1261+50-1264	6-15			1112-1130	6-28
1136+50	6-16			1248-1250+50	6-28
1250-1263	6-17			1250-1263	7-8
1168-1169	6-21			1249-1273	7-11
Doaks Rd.	6-25			Doaks Rd.	7-12
1248-1250+25	6-28			1105-1130	7-13
Scale site 1142	7-5			1164-1177	7-13
				Doaks & FR4&5	7-14

Specified Project Completion 7-31-66
Actual Project Completion 10-11-66

JAB:ss
8/4/67

FORM E-20 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1967

SUBJECT: Extension of Time
Independence Jct.-West Salem Sect.
Willamina-Salem Highway
Contract 6535

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
B U I L D I N G

Attached is a request from Page Paving Company and R. A. Heintz Construction Company for an extension of the specified completion date from July 31, to October 11, 1966. The contractor's request is based on overruns in the contract bid items and the contract as a whole, plus extra work added to the contract.

The contract bid items overran the original amount by 7.5%. Extra work added to the contract an additional amount of nearly $190,000 which amounts to 14.8% of the original contract amount. Of this extra work, over $162,000 was directly connected with slide correction work. Applying the total overrun of 22.3% against the original number of available work days on a time/money basis would justify an extension of 85 work days.

Attached is a progress chart for the contract showing the relationship between the slide work and grading, surfacing and paving.

The slide work was performed between July 9, and October 12, 1965, and between April 26, and July 15, 1966. This slide work was performed during prime construction time. Excluding Saturdays, Sundays and holidays, the slide work was performed over 158 work days. A part of the slide work was performed concurrently with other construction and utilized a varying percentage of the contractor's effort. If an average factor of one-third is used on this elapsed time basis, the slide work then would justify an extension of 53 work days.

The contractor's request is based on a combination of a time/money grading phase comparison plus specific time for the 1966 extra slide work. His approach is probably just as valid as the above and makes a convincing argument for extension.

The specified completion date for this contract was July 31, 1966. The contract was completed October 11, 1966. This project is governed by the 1954 Standard Specifications with the restrictive

specification concerning time extensions. The overrun in time represents 51 penalty days and at the penalty rate of $280.00 per day, liquidated damages amounting to $14,280 have been assessed. Regardless of whether the time/money relationship or the actual slide work delay is used, there is more than enough justification for an extension of 51 penalty days. We recommend that the specified completion date be extended to October 11, 1966. This will eliminate all liquidated damages.

This is a State project.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan,
Construction Engineer

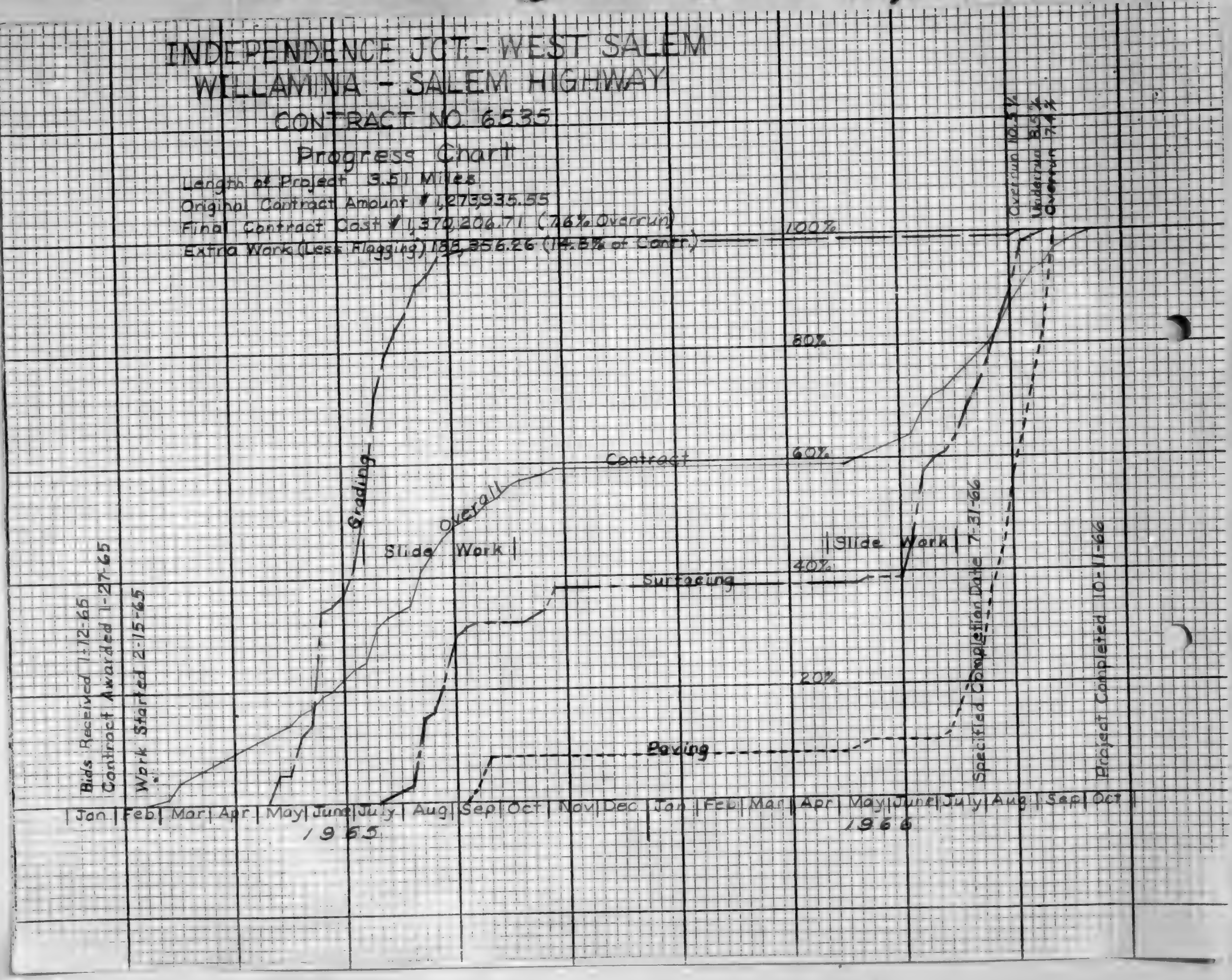
By John A. Bond
John A. Bond,
Staff Assistant

JAB-DES:nn
Encs.
cc: L. H. Young

Not approved

INDEPENDENCE JCT. - WEST SALEM
WILLAMINA - SALEM HIGHWAY
CONTRACT NO. 6535
Progress Chart

Length of Project 3.5 Miles
Original Contract Amount $ 1,273,935.55
Final Contract Cost $ 1,370,206.71 (7.6% Overrun)
Extra Work (Less Flagging) 188,356.26 (14.8% of Contr.)



- STATEMENT OF OVERRUNS AND UNDERRUNS -

Section: Independence Junction - West Salem
Highway: Willamina-Salem
Contractor: Page Paving Company &
R. A. Heintz Construction Company,
a Joint Venture

Contract No. 6535
Prefix No. 27-1112
State Project

Contract Authorization		Final Cost		
Contract Amount:	$1,385,751.88	Contract Amount:	$1,369,523.86	1.2% Under
Additional Anticipated Items:	158,926.74	Additional Items Performed:	157,001.53	1.2% Under
Contingencies:	68,538.81	Contingencies:	68,320.72	0.3% Under
Construction Engineering:	121,846.77	Engineering:	140,000.00	14.9% Over
Total Authorization:	$1,735,064.20	Total Performed:	$1,734,846.11	0.01% Under

Patch Breaks in Ex'tg. Pavement:	- $169.69	(S.F.O. #202-08)
Contractor's Payment for R.R. Protective Services:	- $2,917.05	(S.F.O. #202-09)
Sale of Merchantable Timber:	- $2,515.65	(S.F.O. #202-12)
Liquidated Damages:	- $14,280.00	

- Explanation of Overruns & Underruns -

Item No. 1 Clearing and Grubbing
Contract: All (Lump Sum)
Performed: All

Item No. 2 Drainage Excavation, Unclassified
Contract: 4,000 Cubic Yards
Overrun: 133.1%
Performed: 9,322.6 Cu. Yds.
The constructed roadbed lies at the base of wet hillside terrain. Additional subdrainage was required to stabilize the subgrade.

Item No. 3 Structural Excavation, Unclassified
Contract: 4,300 Cubic Yards
Overrun: 69.8%
Performed: 6,790.47 Cu. Yds.
Depth of footings for retaining walls adjacent to Southern Pacific Company's railroad track was underestimated.

Item No. 4 General Excavation, Unclassified
Contract: 346,600 Cubic Yards
Overrun: 10.5%
Performed: 383,101.7 Cu. Yds.
The subgrade is in general close to the ground surface. It was necessary to excavate 27,000 cubic yards of unsuitable below grade material. Also, 21,000 cubic yards of slide material was removed under contract unit prices. (Later, approximately 120,000 cubic yards of slide material was removed under force account.)

Item No. 5 Short Overhaul
Contract: 1,011,000 Yd. Stations
Overrun: 7.0%
Performed: 1,081,595.6 Yd. Sta.

Item No. 6 Long Overhaul
Contract: 62,300 C-Yd. Stations
Overrun: 11.6%
Performed: 69,541.6 C-Yd. Sta.
See explanation under Item No. 4.

- STATEMENT OF OVERRUNS AND UNDERRUNS -

Independence Junction - West Salem Section

Item No. 7 Embankment in Place — Overrun: 14.1%
Contract: 21,500 Cubic Yards — Performed: 24,525.6 Cu. Yds.
The below grade section between Stations 1106 and 1133 was backfilled with selected material from the borrow area left of "EB" Stations 1080 and 1086 under the item "Embankment in Place."

Item No. 8 Loose Riprap — Overrun: 17.9%
Contract: 18,800 Cubic Yards — Performed: 22,166.5 Cu. Yds.
The slide stabilization section, Station 1215 to 1217, was extended to Station 1219.

Item No. 9 Stone Blanket — Overrun: 2.3%
Contract: 1,900 Cubic Yards — Performed: 1,944 Cu. Yds.

Item No. 10 Furnishing and Placing Topsoil — Overrun: 190.8%
Contract: 940 Cubic Yards — Performed: 2,733.2 Cu. Yds.
Item was underestimated and some of the material placed in 1965 was dissipated by heavy winter rains. Also, see explanation under Item No. 8.

Item No. 11 Finishing Roadbed and Slopes
Contract: All (Lump Sum) — Performed: All

Item No. 12 Rounding Cutbanks — Overrun: 101.8%
Contract: 3,300 Lineal Feet — Performed: 6,661 Lin. Ft.
Item underestimated.

Item No. 13 12-inch Culvert Pipe — Overrun: 86.7%
Contract: 3,600 Lineal Feet — Performed: 6,722 Lin. Ft.
Because of limited cover (in some instances pipe extended into rock surfacing) it was necessary to use culvert pipe instead of sewer pipe. The 12-inch sewer pipe underran 52%.

Item No. 14 18-inch Culvert Pipe — Overrun: 44.2%
Contract: 1,470 Lineal Feet — Performed: 2,120 Lin. Ft.
Item underestimated.

Item No. 15 24-inch Culvert Pipe — Overrun: 83.1%
Contract: 260 Lineal Feet — Performed: 476 Lin. Ft.
Item underestimated.

Item No. 16 30-inch Culvert Pipe — Overrun: 6.7%
Contract: 75 Lineal Feet — Performed: 80 Lin. Ft.

Item No. 17 36-inch Culvert Pipe — Overrun: 34.8%
Contract: 270 Lineal Feet — Performed: 364 Lin. Ft.
Item underestimated.

Item No. 18 12-inch Metal Culvert Pipe — Overrun: 23.1%
Contract: 160 Lineal Feet — Performed: 197 Lin. Ft.
Item underestimated. 12-inch metal culvert pipe was used for irrigation pipe conduit called for by Right of Way agreement but not included in the estimate.

- STATEMENT OF OVERRUNS AND UNDERRUNS -

Independence Junction - West Salem Section

Item No. 19 — 18-inch Metal Culvert Pipe
Contract: 270 Lineal Feet
Underrun: 4.1%
Performed: 259 Lin. Ft.

Item No. 20 — 24-inch Metal Culvert Pipe
Contract: 180 Lineal Feet
Underrun: 11.1%
Performed: 160 Lin. Ft.
The estimated net quantity was 168 lineal feet.

Item No. 21 — Extra for Pipe Under Pavement
Contract: 730 Lineal Feet
Overrun: 24.1%
Performed: 906 Lin. Ft.
The original estimate did not take the paved shoulders into consideration. The contractor was required to pave and maintain the cut through the shoulders to facilitate traffic.

Item No. 22 — Extra for Pipe Under Railroad
Contract: All (Lump Sum)
Performed: All

Item No. 23 — Salvage and Reinstall Culvert Pipe
Contract: 80 Lineal Feet
Underrun: 92.5%
Performed: 6 Lin. Ft.
The salvage of 18-feet of culvert at Station 1090+25 was not required. The manhole was installed at the end of the existing pipe. The 36-inch culvert at Station 1090+88 was abandoned and new pipe used at bid price of $11.00 per foot - the salvage price was $15.00 per foot.

Item No. 24 — 12-inch Culvert End Sections
Contract: 10 Only
Underrun: 50.0%
Performed: 5 Only
Need for end sections estimated for Stations 1114+75, 1116+75, 1145+85 and 1163+60 was eliminated by change in drainage design.

Item No. 25 — 18-inch Culvert End Sections
Contract: 6 Only
Underrun: 33.3%
Performed: 4 Only
Error in estimate summation - net quantity of four end sections shown on plans.

Item No. 26 — 8-inch Drain Pipe
Contract: 380 Lineal Feet
Underrun: 100.0%
Performed: None
8-inch sewer pipe was used at Station 1157+60 instead of 8-inch drain pipe. Also, at Stations 1192 and 1213 the need for 8-inch drain pipe was eliminated by connecting the 8-inch perforated drain pipe to the catch basins.

Item No. 27 — 6-inch Metal Drain Pipe, Uncoated
Contract: 100 Lineal Feet
Underrun: 74.0%
Performed: 26 Lin. Ft.
Item was overestimated.

Item No. 28 — 6-inch Perforated Drain Pipe
Contract: 4,380 Lineal Feet
Overrun: 66.1%
Performed: 7,273 Lin. Ft.
The constructed roadbed lies at the base of wet hillside terrain and required extensive subdrainage.

- STATEMENT OF OVERRUNS AND UNDERRUNS -

Independence Junction - West Salem Section

(Page 4)

Item No. 29 8-inch Perforated Drain Pipe — Overrun: 480.5%
Contract: 410 Lineal Feet — Performed: 2,380 Lin. Ft.
The constructed roadbed lies at the base of wet hillside terrain and required extensive subdrainage.

Item No. 30 6-inch Perforated Metal Drain Pipe, Uncoated — Underrun: 35.5%
Contract: 2,550 Lineal Feet — Performed: 1,646 Lin. Ft.
See explanation under Item No. 28. Also, the volume of subdrainage called for 8-inch instead of 6-inch.

Item No. 31 8-inch Perforated Metal Drain Pipe, Uncoated — Overrun: 127.2%
Contract: 1,340 Lineal Feet — Performed: 3,044 Lin. Ft.
See explanations under Items No's. 28 and 30.

Item No. 32 Special Backfill in Drains — Overrun: 225.7%
Contract: 980 Cubic Yards — Performed: 3,192.18 Cu. Yds.
See explanation under Item No. 28.

Item No. 33 8-inch Sewer Pipe — Underrun: 39.5%
Contract: 730 Lineal Feet — Performed: 442 Lin. Ft.
Because of limited cover (in some instances pipe extended into rock surfacing) it was necessary to use culvert pipe.

Item No. 34 12-inch Sewer Pipe — Underrun: 51.7%
Contract: 4,700 Lineal Feet — Performed: 2,269 Lin. Ft.
See explanation under Item No. 33.

Item No. 35 15-inch Sewer Pipe — Underrun: 26.1%
Contract: 1,420 Lineal Feet — Performed: 1,049 Lin. Ft.
Item overestimated.

Item No. 36 24-inch Sewer Pipe — Overrun: 16.7%
Contract: 48 Lineal Feet — Performed: 56 Lin. Ft.
Item was underestimated.

Item No. 37 12-inch Sewer Pipe, Reinforced — Underrun: 12.6%
Contract: 230 Lineal Feet — Performed: 201 Lin. Ft.
Within 9% of estimated net quantity.

Item No. 38 Concrete Manholes — Overrun: 33.3%
Contract: 18 Only — Performed: 24 Only
The additional manholes were used where a catch basin would have been too deep for maintenance.

Item No. 39 Concrete Inlets, Type "D" — Underrun: 100.0%
Contract: 6 Only — Performed: None
Type "D" inlets were estimated for installation at toe of highway fill adjacent to railroad ditch. After roadbed construction there was room to install Type "G-2" Inlets to fit drainage conditions.

- STATEMENT OF OVERRUNS AND UNDERRUNS -

Independence Junction - West Salem Section

(Page 5)

Item No. 40 Concrete Inlets, Type "G"
Contract: 50 Only
Overrun: 4.0%
Performed: 52 Only

Item No. 41 Concrete Inlets, Type "G-1"
Contract: 2 Only
Necessitated by additional drainage requirements.
Overrun: 100.0%
Performed: 4 Only

Item No. 42 Concrete Inlets, Type "G-2"
Contract: 26 Only
Necessitated by additional drainage requirements.
Overrun: 34.6%
Performed: 35 Only

Item No. 43 Concrete Inlets, Type "CG"
Contract: 14 Only
One inlet over the net estimate.
Underrun: 21.4%
Performed: 11 Only

Item No. 44 Concrete Inlets, Type "CG-1"
Contract: 2 Only
Performed: 2 Only

Item No. 45 Curb Inlets
Contract: 15 Only
Performed: 15 Only

Item No. 46 Cap Inlets
Contract: 5 Only
Performed is estimated net quantity.
Underrun: 20.0%
Performed: 4 Only

Item No. 47 Adjustment of Manholes
Contract: 1 Only
Performed: 1 Only

Item No. 48 Adjustment of Inlets
Contract: 1 Only
Underestimated by one only.
Overrun: 100.0%
Performed: 2 Only

Item No. 49 Concrete Curbs
Contract: 660 Cubic Yards
Item was overestimated.
Underrun: 12.9%
Performed: 574.93 Cu. Yds.

Item No. 50 4-inch Concrete Surfacing
Contract: 220 Square Yards
Underrun: 5.4%
Performed: 208.19 Sq. Yds.

Item No. 51 9-inch Concrete Surfacing
Contract: 110 Square Yards
Underrun: 3.0%
Performed: 106.67 Sq. Yds.

Item No. 52 Construct Truck Scale Pit, Etc.
Contract: All (Lump Sum)
Performed: All

Item No. 53 Class "A" Concrete in Walls
Contract: 770 Cubic Yards
Depth of footings for retaining walls adjacent to Southern Pacific Company's railroad track was underestimated.
Overrun: 46.8%
Performed: 1,130 Cu. Yds.

- STATEMENT OF OVERRUNS AND UNDERRUNS -

Independence Junction - West Salem Section

Item No. 54 Metal Reinforcement in Walls
Contract: 100,000 Pounds
Overrun: 68.0%
Performed: 168,041.9 Lbs.
Depth of footings for retaining walls adjacent to Southern Pacific Company's railroad track was underestimated.

Item No. 55 Bin-Type Retaining Wall, Station 1222+10 to 1228+50
Contract: All (Lump Sum)
Performed: All

Item No. 56 Metal Guard Rail
Contract: 12,000 Lineal Feet
Underrun: 2.6%
Performed: 11,693.5 Lin. Ft.

Item No. 57 Rail End Pieces
Contract: 28 Only
Performed: 28 Only

Item No. 58 Salvage and Reinstall Guard Rail
Contract: 450 Lineal Feet
Overrun: 11.6%
Performed: 502 Lin. Ft.
Item was underestimated.

Item No. 59 Guide Posts, W-1
Contract: 110 Only
Overrun: 26.4%
Performed: 139 Only
Item was underestimated.

Item No. 60 Guide Posts, Y-1
Contract: 100 Only
Underrun: 7.0%
Performed: 93 Only

Item No. 61 Guide Posts, Y-2
Contract: 40 Only
Performed: 40 Only

Item No. 62 Guide Posts, Y-3
Contract: 2 Only
Performed: 2 Only

Item No. 63 Plant-Mix Stone Base
Contract: 187,000 Tons
Overrun: 3.6%
Performed: 193,692.63 Tons

Item No. 64 3/4" - 0 Material in Leveling Course
Contract: 22,600 Tons
Underrun: 100.0%
Performed: None
Price Agreement No. 4 eliminates 3/4" - 0 material leveling course and increases the thickness of plant-mix stone base by the specified thickness of the leveling course. It was practicable to fine grade the plant-mix stone base material, crushed to 1" - 0 specification without a leveling course of 3/4" - 0 material. The subcontractor used a Hammer-Mill in crushing the plant-mix stone base to produce sufficient manufactured fines to bond the material.

Item No. 65 Sprinkling
Contract: 2,300 M-Gallons
Overrun: 52.1%
Performed: 3,497.83 M-Gals.
The additional sprinkling was used in alleviation of dust nuisance during grading and hauling operations.

- STATEMENT OF OVERRUNS AND UNDERRUNS -

Independence Junction - West Salem Section

(Page 7)

Item No. 66 SS-1 Asphalt in Sprinkling
Contract: 18,000 Gallons
Overrun: 178.3%
Performed: 50,101.2 Gals.
The overrun was required to set up and maintain the rock surfacing for paving, it was necessary to haul over the rock surfacing prior to paving operations. A binder course would have been more practical.

Item No. 67 Preparation of Base
Contract: All (Lump Sum)
Performed: All

Item No. 68 Furnishing and Placing Aggregates
Contract: 160 Cubic Yards
Overrun: 13.1%
Performed: 181 Cu. Yds.
The oil-mat surfacing was specified for frontage and approach roads, most of them on steep gradient. It was necessary to waive the use of a self-propelled spreader. Also, additional cover was used to allow for immediate use.

Item No. 69 120-150 Asphalt
Contract: 15 Tons
Underrun: 20.3%
Performed: 11.95 Tons
The entrances to above frontage roads we paved instead of oiled. Also, some of the heavily traveled approaches were paved instead of oiled.

Item No. 70 Class "B" Asphaltic Concrete
Contract: 31,500 Tons
Overrun: 7.4%
Performed: 33,833.85 Tons

Item No. 71 RS-1 Asphalt
Contract: 10 Tons
Underrun: 13.6%
Performed: 8.64 Tons
Estimated net quantity was 8 tons.

Item No. 72 Extra for Paving Approaches
Contract: 45 Only
Overrun: 28.9%
Performed: 58 Only
Some of the heavily traveled approaches outside of the curbed section were paved instead of oiled.

Item No. 73 Asphaltic Concrete Curbs
Contract: 830 Lineal Feet
Underrun: 0.1%
Performed: 822 Lin. Ft.

Item No. 74 Asphaltic Concrete Traffic Markers, Type "L"
Contract: 11,500 Lineal Feet
Underrun: 100.0%
Performed: None
Item was eliminated and the delineations painted.

Item No. 75 Removal of Existing Sign Installations
Contract: All (Lump Sum)
Performed: All

Item No. 76 Sign Support Footings
Contract: All (Lump Sum)
Performed: All

Item No. 77 Pipe Sign Posts
Contract: All (Lump Sum)
Performed: All

- STATEMENT OF OVERRUNS AND UNDERRUNS -

Independence Junction - West Salem Section

(Page 8)

Item No. 78	Single Sign Supports Contract: All (Lump Sum)	Performed: All
Item No. 79	Double Sign Supports Contract: All (Lump Sum)	Performed: All
Item No. 80	Painted Wood Sign Supports Contract: All (Lump Sum)	Performed: All
Item No. 81	Type "A" Signs in Place Contract: 531 Square Feet	Performed: 531.25 Sq. Ft.
Item No. 82	Type "C", "D" and "R" Signs in Place Contract: 234 Square Feet	Performed: 234.04 Sq. Ft.
Item No. 83	Type "E" Signs in Place Contract: 169 Square Feet	Underrun: 0.1% Performed: 168.75 Sq. Ft.
Item No. 84	Type "P" Signs in Place Contract: 38 Square Feet	Overrun: 51.1% Performed: 57.41 Sq. Ft.
P. A. #1	Move and Maintain Mailboxes Estimated: 75 Only	Overrun: 6.7% Performed: 80 Only
P. A. #2	River-run Gravel for Backfill Estimated: 5,500 Cubic Yards The overrun was used in backfilling the upper portion of deep subdrainage trenches in the slide area.	Overrun: 12.2% Performed: 6,168.55 Cu. Yds.
P. A. #3	Stone Blanket for R.R. Embankment Estimated: 900 Cubic Yards	Overrun: 0.3% Performed: 902.6 Cu. Yds.
P. A. #4	Eliminate 3/4" - 0 Material and Increase Thickness of Plant-Mix Stone Base (Change in specification)	
P. A. #5	Excavation for Extension of Slide Stabilization Estimated: 6,500 Cubic Yards	Underrun: 6.5% Performed: 6,078.5 Cu. Yds.
P. A. #6	Deduction Made for Cost of Plant-Mix Stone Base Material wasted on shoulder and slopes Estimated: 274.18 Tons	Performed: 274.18 Tons
P. A. #7	Purchase of Drain Pipe from Contractor Estimated: $337.59	Performed: $337.59
E.W.O. #1	Flagging Authorized: $15,000.00 Item overestimated, but reasonable in view of the work complexity.	Underrun: 23.7% Performed: $11,460.34

- STATEMENT OF OVERRUNS AND UNDERRUNS -

Independence Junction - West Salem Section

E.W.O. #2 — Relocate 1½" and ½" Water Pipe
Authorized: $2,200.00
Underrun: 8.4%
Performed: $2,014.10

E.W.O. #3 — Regrade End of Frontage Road
Authorized: $200.00
Underestimated.
Overrun: 58.2%
Performed: $316.32

E.W.O. #4 — Widen Trench for Bin-Type Retaining Wall
Authorized: $220.00
Trench widening took more time than estimated.
Overrun: 97.5%
Performed: $434.54

E.W.O. #5 — Move Track to Revised Alignment
Authorized: $500.00
Less time was required to move the track than estimated.
Underrun: 14.2%
Performed: $428.93

E.W.O. #6 — Clear and Prepare Slide Area for Removal of Slide Material
Authorized: $8,000.00
Underrun: 17.9%
Performed: $6,564.48
This work order was for the clearing and the other work not covered in bid items for grading. 21,000 cubic yards was removed under unit bid item No. 4 for General Excavation. During the winter the slide area increased and it was decided to remove the material by force account under a separate work order (No. 7).

E.W.O. #7 — Slide Removal
Authorized: $135,000.00
Overrun: 10.9%
Performed: $149,752.13
The overrun was caused by extension of the slide area and the necessity for additional removal work.

E.W.O. #8 — Clean-out Plugged Culvert
Authorized: $240.00
Overrun: 7.4%
Performed: $257.82

E.W.O. #9 — Refinish Stone Base Surfacing
Authorized: $151.00
Overrun: 1.6%
Performed: $153.48

E.W.O. #10 — Grade for Road Approach
Authorized: $100.00
The excavation was more difficult than anticipated.
Overrun: 53.8%
Performed: $153.81

S.F.O. #285-01 — Adjustment of BPA Transmission Line
Authorized: $465.00
Underrun: 3.0%
Performed: $451.00

S.F.O. #274-02 — Install "Construction" Notification Signs
Authorized: $550.00
Work under this order covered adjustment of existing directional signing. There was no contract item for the work.
Overrun: 41.1%
Performed: $775.95

S.F.O. #266-03 — Remove Scales and Scale House
Authorized: $700.00
Item was overestimated.
Underrun: 61.2%
Performed: $271.56

- STATEMENT OF OVERRUNS AND UNDERRUNS -

Independence Junction - West Salem Section

S.F.O. #284-04
Reimbursement for Railroad Protective Services
Authorized: $7,000.00 — Performed: $7,000.00

S.F.O. #264-05
Install "Type 2" Right of Way Fence
Authorized: $650.00 — Underrun: 2.2% — Performed: $635.95

S.F.O. #285-06
Trackwork by Southern Pacific Company
Authorized: $54,605.00 — Underrun: 70.9% — Performed: $15,906.74
Considerable saving was made by pulling the track from existing to its revised alignment under Extra Work Order No. 5 in lieu of dismantling and reassembling. However, the item was also overestimated.

S.F.O. #224-07 & #238-07
Grass Seeding, Fertilizing and Mulching
Authorized: $5,250.00 — Underrun: 71.4% — Performed: $1,500.00
The work is not completed pending stablization of slide area.

S.F.O. #202-08
Patch Breaks in Existing Pavement
Authorized: $169.69 — Performed: $169.69

S.F.O. #202-09
Charges to Contractor for Railroad Protective Services above State's Cost of $7,000.00
Authorized: $2,000.00 (Estimated Cost) — Overrun: 45.9% — Performed: $2,917.05
This item was dependent upon the contractor's coordination and prosecution of his operations affecting the Southern Pacific Company's tracks.

S.F.O. #278-10
Temporary and Permanent Striping
Authorized: $2,500.00 — Underrun: 0.4% — Performed: $2,490.00

S.F.O. #234-11
Perform Exploratory Drilling and Install Horizontal Drains
Authorized: $5,000.00 — Underrun: 27.1% — Performed: $3,644.09
Additional work may be required for further slide stabilization.

S.F.O. #202-12
Deduction from Contractor's Monthly Estimate for Sale of Merchantable Timber
Authorized: $2,500.00 (Estimated) — Overrun: 0.6% — Performed: $2,515.65

Engineering
Authorized: $121,846.77 — Overrun: 14.9% — Performed: $140,000.00
Work on project started February 15, 1965. $15,300.00, 11% had been expended when this office was assigned to the project February 23, 1965. The Contractor started grading operations with two shifts and continued thru August necessitating an additional inspector and crew exchange time for staking. The surfacing operations were mixed up with the grading operations and continued throughout the project on a piece-meal basis, tying up the services of an extra inspector, checker and weighman.

Arthur Duffy
Resident Engineer
November 18, 1966

RECEIVED
OCT 9 - 1967
FOR FILING
27-1112
6535

October 4, 1967

Page Paving Company &
R. A. Heintz Construction Co.
Box 2206
Salem, Oregon

Gentlemen:

This is in reply to your letter of September 28 concerning your previous request for an extension of time on your Contract No. 6535 in Polk County.

Your request is being presented to the State Highway Commission at its next meeting scheduled for October 31, 1967. You will be advised of their action shortly thereafter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:gc

PAGE PAVING COMPANY

GENERAL HIGHWAY CONSTRUCTION ..... MAILING ADDRESS: P. O. BOX 2206, SALEM, OREGON 97308

EMERSON B. PAGE, PRESIDENT
ARTHUR B. WOODS, VICE-PRESIDENT
JEANNE B. PAGE, SEC.-TREAS.

TELEPHONE 585-2686

September 28, 1967

Oregon State Highway Commission
Salem,
Oregon 97310

Re: Independence Jct.-West Salem
Contract # 6535

Gentlemen:

Under a letter of April 28, 1967 to Mr. R.D. Asburry, Division Engineer we requested an extension of time on the above contract.

To this date no response has been received.

Would you please advise as to your decision?

Very truly yours,

PAGE PAVING COMPANY &
R.A. HEINTZ CONSTRUCTION CO.
JOINT VENTURE

Emerson B. Page

EBP:kd
cc: R.A. Heintz Constr. Co.

RECEIVED
OCT 2 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 19 1967
FOR FILING
27-1112
6535

September 18, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 3
October 31, 1967 meeting

Gentlemen:

Page Paving Company and R. A. Heintz Construction Company, contractors on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County, Contract No. 6535, have requested an extension of the specified completion date from July 31 to October 11, 1966. Their request is based on overruns in the contract bid items plus slide correction added to the contract on a force account basis.

There was an overrun in the contract items amounting to 7.5 percent. Some of the overrun items, such as pipe and retaining wall components were performed concurrently with other regular work. General excavation overran 10.5 percent or some 36,000 cubic yards. based on average production rates an extension of nine days is justified. In addition, over $162,000 of slide correction work was performed and required part of the contractors' efforts to a varying extent. This was related more to the grading phase and we concur in the request for 14 days due to grading delay.

Since the contractors were obligated to maintain traffic through the project, we do not believe the added slide hauling caused any measurable delay to surfacing work or changed the stage construction requirements.

I recommend that the specified completion date be extended to August 31, 1966. This will eliminate 23 days for which liquidated damages have been charged at the rate of $280 per day or $6,440. Twenty-eight days liquidated damages amounting to $7,840 will remain. This is a State project.

This matter will be on the agenda for your consideration at the October 31 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
R. D. Asburry

JAB:ss fn

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6535 Contractor Page Paving Company & R. A. Heintz Construction Company (Joint Venture)

Highway Willamina - Salem

Section Independence Junction - West Salem

Kind of Work Grading, Paving and Signing

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ **GRANTED**. The reasons for such recommendation are as follows:

Overruns in contract bid items and addition of extra work justify an extension to August 31, 1966.

Recommended for Approval:

R. D. ASBURRY
Division Engineer

for
Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No.	6535
Project designation	State (State-Federal)
Date awarded	1-27-65
Work started	2-15-65
Per cent completed	100% (10-11-66) (Date)
~~No. of Workdays Allowed~~ Specified completion date:	7/31/66
~~No. of Workdays Used~~	
~~No. of Added Workdays Requested~~ Request extension to	Oct. 11, 1966.

82-8206-704

B-310 (Rev.)—5M—0-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date April 28 19 67

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 7/31/66 days to 10/11/66 days, within which to complete our Contract No. 6535, without the assessment of liquidated damages. The said contract is described as follows: Independence Junction, West Salem Section of the Willamina-Salem Highway, Polk County

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

(See Attached)

Respectfully submitted,

PAGE PAVING COMPANY AND
R. A. HEINTZ CONSTRUCTION COMPANY
Contractor

By J. S. Budd
J. S. BUDD General Superintendent

CONSENT OF SURETY

Date April 18, 19 67

We, GREAT AMERICAN INSURANCE COMPANY AND UNITED PACIFIC INSURANCE COMPANY, as Equal Co-Sureties, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

GREAT AMERICAN INSURANCE COMPANY
Attorney-in-fact
By
XXXXXXX Attorney-in-fact
WELLS-REED-WOOD-WEST Co.
By
Resident Agent

UNITED PACIFIC INSURANCE COMPANY
(SEAL) By
Attorney-in-fact
MANSFIELD & CO.
By
Resident Agent

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: 285-9886

2035 N. E. COLUMBIA BLVD.
PORTLAND, OREGON 97211

April 28, 1967

Mr. R. D. Asburry
Division Engineer
Oregon State Highway Department
Post Office Box 30
Salem, Oregon

Subject: Independence Jct.-West Salem Section
Willamina-Salem Highway
Contract No. 6535

Dear Mr. Asburry:

Calendar days for completion of the above job amounted to 551 days. Converting this to work days equals 395 working days.

The contract overran 23.4% which would be equivalent to an additional 91 work days required to complete, based on the original time allotted.

In the original planning of the work, 60% of the time (235 work days) was allotted to the first 55 items of work. These items are clearing, grading, drainage and concrete work, and they controlled the job timewise.

Deleting all force account and price agreements, the first 55 items overran 17.2%. Applying the 17.2% to the 235 days would equal 40 days extension required for the overrun of the controlling work. The contractors progress schedule shows that on the original 55 items, he was on schedule at all times, excluding the overrun in quanti ties.

Price agreement and force account work amounted to $179,765.08. This work would be classified as slide correction. Materially, it only effected timewise the grading operation, 14 working days. The major impact of this slide correction was the delay it caused in the placement of the surfacing work. The job had to be built in stages in order to maintain traffic. Materials removed from the slide area had to be wasted and hauled to the area designated by the State as the waste area. The only haul route was on the present traveled roadway. Therefore, it was not only the slide area itself, that delayed completion of the work, but the area used for the haul route could not be completed until the slide work was finished.

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: 285-9886

2035 N. E. COLUMBIA BLVD.
PORTLAND, OREGON 97211

The extra work for slide correction delayed the surfacing work 24 work days, making a total delay amounting to 78 work days, and the contractor is only requesting 51 work days in order to complete the project.

I am attaching Part 1 of the original request for time extension for additional clarification.

Respectfully submitted,

PAGE PAVING COMPANY &
R. A. HEINTZ CONSTRUCTION COMPANY

J. S. BUDD
GENERAL SUPERINTENDENT
JSB:mt

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SEP 11 1967
FOR FILING

27-1112
6535

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: 285-9886
2035 N. E. COLUMBIA BLVD.
PORTLAND, OREGON 97211

September 5, 1967

Mr. R. D. Asburry
Division Engineer
Oregon State Highway Department
Post Office Box 30
Salem, Oregon

Ref: Independence Jct.-West Salem Section
Contract No. 6535
Liquidated Damages

Dear Mr. Asburry:

In reference to the above subject work began February 15, 1965 and completed October 11, 1966. April 20, 1967 the contractor received for signature a final estimate voucher.

During this period, due to the constructive changes and extra work, additional time was requested both verbally and by letter.

On March 6, 1967 a formal letter was filed in two parts. Part One of the letter covered a detailed request for time extension. Part Two was a submittal for claims.

On March 28, 1967 a meeting was held in your Salem office, which included full discussion between your department and the contractor in reference to liquidated damages and claims.

On April 27, 1967 the contractor resubmitted, according to the agreements outlined at the March 28th meeting, letter requesting additional time to offset the liquidated damages.

On May 5, 1967 the contractor submitted a formal application for extension of time.

Between May 5th and July 6th negotiations continued which included an additional meeting at your office, and four telephone conversations with reference to liquidated damages.

Approximately July 11, 1967 the contractor was informed by phone that the recommendations from the Division Engineer and the Construction Department were to allow for sufficient time to offset the liquidated damages.

The above recommendation would be made to the Commission at their August meeting, and that in normal procedure this would pass, and the contractor could expect return of his liquidated damages.

Morgan 9-8-67
Otto Bond
Note - Please handle

REFERRED TO
Porter (B.E.)

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: 285-9886

2035 N. E. COLUMBIA BLVD.
PORTLAND, OREGON 97211

During this conversation, expediting was discussed, and the contractor was told that the return of the liquidated damages could be expedited by other means, however, the highway department preferred normal channels.

The contractor agreed not to press for special consideration for the return of liquidated damages, and agreed to wait until after the August meeting of the Commission. To date, the contractor has not received reimbursement for liquidated damages, nor has he been informed in writing of any action, pro or con, in reference to the Commissions action.

Almost a year has passed since completion and acceptance of this project. The contractor has been very patient, complied with all requests made for submittal of information, and was verbally told that the department recommendations had been made for time extension covering the liquidated damages.

The contractors question is - after following your instructions and relying upon the verbal promises and commitments made during negotiations, what action is necessary for the contractor at present to achieve the extension of time previously promised?

Respectfully submitted,

PAGE PAVING COMPANY AND
R. A. HEINTZ CONSTRUCTION COMPANY

J. S. BUDD
General Superintendent

JSB:mt

cc: F. B. Klaboe

RECEIVED
SEP 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 13 1967
FOR FILING

27 111 2
6535

June 9, 1967

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Building
Salem, Oregon 97301

Attention: Mr. George A. Rhoten

Gentlemen:

This is to acknowledge receipt of your letter of June 6 and attached copy of Notice of Claim of Valley Concrete & Gravel Company, Inc., (subcontractor).

The Notice of Claim states that material and services were furnished to Page Paving Company and A. A. Heintz Construction Company under State Highway Contract No. 6535 for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

The subcontractors total claim as listed on the Notice is as follows:

A and B. Estimate No. 17, $1,768.13 and $1,704 with interest on the said sums at six per cent per annum from September 10, 1966.

C. On estimate No. 18, $1,280.37 with interest thereon at six per cent per annum from October 6, 1966.

E. On account of moving expense, $7,947.49 and $5,452.74 with interest thereon at six per cent per annum from July 31, 1966.

The United Pacific Insurance Company and the Great American Insurance Company through their agents Mansfield & Company and Wells-Reed-Wood-West Company furnished the performance bond on this contract. We will advise them of the receipt of your claim.

The Secretary of State's office has informed us today that your claim was filed in his office on June 7, 1967, and was assigned File No. 4301.

Please inform this office when your client's claim has been paid.

Very truly yours,

Floyd Myers, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: United Pacific Insurance Company
Portland Branch Office
415 SW 10th Avenue
Portland, Oregon 97205

Great American Insurance Company
Pacific NW Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

NOTED ON CARD
June 9-67

Mansfield & Company
Wells-Reed-Wood-West Company
Page Paving Company &
R. A. Heintz Construction Co.
Commissioners
Hon. Clay Myers -- ~~Please acknowledge receipt of this claim on the enclosed copy of this letter.~~ (c.n.f.)

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
MYRON L. ENFIELD
WILLIAM S. WYLLIE
DAVID A. RHOTEN
GARY S. JONES

COUNSEL
GEORGE ROSSMAN

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON 97301

A/C 503-364-6733

June 6, 1967

Mr. Clay Myers
Secretary of State
Capitol Building
Salem, Oregon 97310

Mr. Floyd Query
Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Re: Claim of Valley Concrete & Gravel Co., Inc. against Page Paving Company and R. A. Heintz Construction Co.
Oregon State Highway Contract No. 6535

Gentlemen:

Mr. Myers is being sent the original and Mr. Query is being sent a copy of the executed notice of claim in the above matter. This is being filed in accordance with ORS 279.526.

Yours truly,

RHOTEN, RHOTEN & SPEERSTRA

By

GAR:ej
enc. to Mr. Myers original notice of claim
enc. to Mr. Query copyof notice of claim

cc: Great American Insurance Company
400 Failing Building
Portland, Oregon 97204

cc: United Pacific Insurance Company
415 S. W. 10th
Portland, Oregon

Sec. of State
Date 6-7-67
File No. 4301

RECEIVED
JUN 7 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

COPY

NOTICE OF CLAIM

TO: THE OREGON STATE HIGHWAY COMMISSION AND THE SECRETARY THEREOF AND THE SECRETARY OF STATE

Notice is hereby given that the undersigned, Valley Concrete & Gravel Co., Inc., has a claim for material and services as hereinafter set forth. Said claim is in the sums hereinafter set forth.

This claim is under contract No. 6535 with Page Paving Company and R. A. Heintz Construction Co. for grading, paving and surfacing of the Independence Junction West Salem section of the Willamina-Salem Highway in Polk County, Oregon. The claim is against Page Paving Company and R. A. Heintz Construction Co. and United Pacific Insurance Co. and Great American Insurance Co., their bondsmen.

The claim generally is for furnishing and stock piling stone base material. The items of the claim are as follows:

A. Estimate No. 17 issued by the prime contractors was submitted and not paid to this subcontractor in full. Said estimate No. 17 was issued September 10, 1966. There was improperly withheld from estimate No. 17, $1,768.13 as liquidated damages. Such withholding was by the prime contractor.

B. In addition, in connection with estimate No. 17 there was improperly withheld $1,704.00 as a claim on tractor rental. Said sum was withheld by the prime contractor.

C. Estimate No. 18 was submitted by the prime contractor on October 6, 1966. There was improperly withheld from said estimate No. 18, $1,280.37 as liquidated damages. Such withholding was by the prime contractor.

D. Estimate No. 20, marked "final", was submitted on November 10, 1966. There was withheld from this subcontractor on account of said estimate No. 20, $4,752.50, this being the total of items A, B and C above. Said sum was improperly withheld by the prime contractor.

E. In addition, there is due and owing to this subcontractor under the contract and from the prime contractor extra expense and costs for moving in and out on the crushing site. The crushing site was the "Willow Bar" location on the left bank of the Willamette River in Polk County, Oregon.

The circumstances concerning this claim are that delays were caused in the reasonable prosecution of the work, which delays were not caused by the work of this subcontractor. This subcontractor by such delays was required to and did move rock handling and crushing equipment from the crushing site in the fall of 1965 and returned such equipment in the summer of 1966.

The subcontractor's work was bid and accepted on the basis of scheduling which would have permitted the completion of the base rock crushing work in the fall of 1965 before encroachment of the winter floods. Except for errors in planning and scheduling by others, this subcontractor would have been able to complete the crushing work in 1965 and this subcontractor was unable to do so because of acts beyond its control.

The amounts due on account of extra moves were as follows:

(1) Cost of additional moves on to job site $7,947.49.

(2) Additional expense of moving out of job site for the second time $5,452.74.

The subcontractor's total claim therefor is as follows:

A and B. On estimate No. 17, $1,768.13 and $1,704.00 with interest on said sums at six per cent per annum from September 10, 1966.

C. On estimate No. 18, $1,280.37 with interest thereon at six per cent per annum from October 6, 1966.

E. On account of moving expense, $7,947.49 and $5,452.74 with interest thereon at six per cent per annum from July 31, 1966.

Dated May 24, 1967.

VALLEY CONCRETE & GRAVEL CO., INC.

By _____

Subcontractor

RECEIVED
JUN 7 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 20 1967
FOR FILING
27-1112
6535

April 19, 1967

United Pacific Insurance Company
P.O. Box 1216
Tacoma, Washington 98401

Wells-Reed-Wood-West Company
412 Failing Building
Portland, Oregon 97204

Gentlemen:

A second post-final payment for $683.65 will be made to Page Paving Company and R. A. Heints Construction Company on Contract No. 6535 for grading, paving, and signing on Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County as soon as the warrant is prepared.

The total amount paid on this contract will be $1,549,655.44 including this post-final payment. Of the total $171,536.46 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Page Paving Company
and R.A. Heints Constr. Co.
Box 2206
Salem, Oregon 97301

Great American Insurance Company
2030 Ninth Avenue
Seattle, Washington 98121

C.H. Maison
Attn: John Herr

FORM F-1288X 50M 7-66
DEPARTMENT
FOR FILING
APR 6 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. TRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Claim File No. 4293
FILED
APR 6 1967
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
APR 6 8 22 AM '67
CLAY MYERS
SECRETARY OF STATE

April 5, 1967

Dalrymple, Sherman & Barber
Law Offices
687 Court Street, N.E.
Salem, Oregon 97301

NOTED ON CARD

Attention: Mr. John A. Bryan

Gentlemen:

This is to acknowledge receipt of your letter of March 30 and attached Notice of Claim of Salem Road and Driveway Company stating that Page Paving Company and R.A. Heints Construction Company owes them $903 for labor and materials.

The claim states that this is in reference to the Page Paving Company and R.A. Heints Construction Company Contract No. 6535 for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

The United Pacific Insurance Company and Great American Insurance Company through their agents, Mansfield and Company and Wells-Reed-Wood-West Company, furnished the performance bond on this contract. We will advise them of the receipt of this claim, and we will forward it to the Secretary of State for filing.

Please inform this office when your client's claim has been paid.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Page Paving Co.
and R.A. Heints Constr. Co.
United Pacific Insurance Company
Great American Insurance Company
Mansfield and Company
Wells-Reed-Wood-West Company
Hon. Clay Myers - Please acknowledge receipt of this attached claim on the enclosed copy of this letter.

RECEIVED
APR 7 1967
OREGON
STATE HIGHWAY COMMISSION

LAW OFFICES OF
DE ARMOND, SHERMAN & BARBER
687 Court Street N.E.
SALEM, OREGON 97301

ROBERT W. DE ARMOND
KENNETH SHERMAN
RICHARD D. BARBER
JOHN A. BRYAN

TELEPHONE
364-2361

March 30, 1967

Auditor
Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Dear Sir:

In accordance with ORS 279.526 and 279.528, we enclose a notice of claim by Salem Road & Driveway Co., for work performed under Oregon State Highway Commission Contract No. 6535, with Page Paving Company and R. A. Heintz Construction Co.

Please file the notice of claim and advise us of the filing date.

Very truly yours,

De ARMOND, SHERMAN & BARBER

By John A. Bryan
John A. Bryan

JAB:mn
Enclosure

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cc

NOTED
C. W. HEAD

RECEIVED
MAR 31 1967
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

TO: OREGON STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned, SALEM ROAD & DRIVEWAY CO., has a claim for labor performed and materials furnished by Salem Road and Driveway Co. in the sum of $903.00 for paving a portion of the Willamina-Salem Highway in Polk County, Oregon, against the bond taken from Page Paving Company and R. A. Heintz Construction Co. as principles, and United Pacific Insurance Company and Great American Insurance Company as sureties, for the work of constructing the Independence junction to West Salem section of the Willamina-Salem Highway in Polk County, Oregon, under Oregon State Highway Commission Contract No. 6535. The materials furnished by claimant are set forth in Item Nos. 70, 71, and 72, of said contract No. 6535, and the labor performed by claimant was in applying said materials.

SALEM ROAD & DRIVEWAY CO.

By _____
President

By George A. Lindahl
Secretary

RECEIVED
MAR 1 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 4 - 1967
FOR FILING
27-1112
6535

NOTE
F. B. KLAUSE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 29, 1967

To: MEMO TO THE FILES

SUBJECT: Independence Jct.-West Salem Section
Contract No. 6535
Claim Meeting

On March 28, 1967, the following people met in the Construction Engineer's office to discuss the contents of a March 6, 1967 letter from the contractor, Page-Heintz:

Bob Heintz - Contractor
J.S. Budd "
Emerson Page "
George Ledford "
F.D. Morgan
R.D. Asburry
Art Duffy
M. Juve
J. Bond

The contractor's claims were considered first.

STRUCTURAL EXCAVATION

The contractor claims the increased depth of wall footings (Station 1217+50 to 1222+10 Right and 1228+50 to 1221+10 Right) caused more overbreak. The 4,902 cu. yd. claimed was derived from the tickets for the truck measure backfill material which was paid for separately under a price agreement with allowance made for the neat section we have already paid for. The claim quantity therefore makes no allowance for a normal or expected overbreak slope. Mr. Ledford argued that Paragraph 7 of Section 2.4.3 (1954 Specifications) requires payment for unavoidable overbreak. It was pointed out to the contractor that we believe this applies only to roadbed excavation, as stated in the first part of the paragraph, and that structural excavation is to be measured as described under Section 2.4.4. (It is likely that by increasing a wall depth from an average 8' to an average 12' height, with the increase at the bottom, that the relationship of the

non-pay overbreak to the structural excavation pay quantity is increased. There may be some adjustment due on this item, but no basis for it was determined or admitted at this meeting.)

CLASS "A" CONCRETE IN WALLS

Contractor claims they built different walls at the above locations than the plans indicated. They made a point that the actual detailed design or plan was made available after the job was underway. It was explained that this was our usual practice, that the standard wall plans used at time of bidding are typical. Contractor claims due to the greater height of these walls than anticipated, they had to work closer to power lines in lifting forms, use heavier form bolts, scaffolding, etc. State admitted that the plan quantities for these walls were substantially less than were actually required for the walls built. This is partly due to increasing the depth below ground to the bottom of the footing adjacent to the railroad. (Plan quantity may have been low because an equation was not taken into account also.) Contractor (Page) admitted when asked that all the work involved in building the walls was done by a subcontractor, T and M Construction Company. They further stated that the subcontractor has presented a claim to them. The lack of cost justification on the part of the contractor to substantiate the price adjustments requested on concrete, steel, and structural excavation was pointed out to the contractor.

Contractor is to submit additional cost data.

SCALE HOUSE PIT

State agreed that more money is due for a minor revision in the dimensions of the scale pit, which added some quantities. Resident Engineer Duffy stated that the forms were not built at the time the modification was requested. State had previously tried to negotiate a price agreement for $200 to cover the revision area; the contractor is seeking $500. Mr. Budd concurred that the State's offer appeared to be fair. Resident Engineer is again to submit the $200 price agreement to the contractor, who indicated it would be approved.

DELAY CHARGES - PLUGGED PIPE

Contractor (Ledford) stated that the area involved in the alledged delay in placement of base rock was in the vicinity of a culvert, which the State paid on a Force Account basis to have subcontractor Cushing clean out and repair. Resident Engineer contends that the Force Account culvert was not at Station 1192, which is the location set forth in the contractor's claim, and that the State did not assume any responsibility and made no separate payment for the repair of this culvert at 1192. When asked if he had actually paid 900+ hours of labor for standby, Page stated that he could not answer. He says the labor claimed was for truck drivers and base

laying personnel. Further comments from the contractor were to the effect that their base rock lay-down was slowed because of the soft grade section at the culvert.

Contractor is to check out further the circumstances and location of the broken pipe that was the basis of this claim. Much clarification is needed to justify any additional payment on this item.

RAILROAD CHARGES

Actual railroad bills now available show that the contractor's share (above the $7,000 State limitation) is $3,147.34. (The $3,917.05 claim amount was based on an estimated figure.) State acknowledged that there were probably some days on which there were railroad charges that all the work being performed was on a slide Force Account Order. State agreed that the overrun in the contract amount could be considered a basis to adjust the State's $7,000 limitation upward. Resident Engineer is to develop additional data on this item.

TIME EXTENSION

It was pointed out to the contractor that they have never submitted the usual form request for time extension. The State agreed that the unforeseen slide work was probably a valid reason for which some time can be justified. Contractor was advised to present his request on a rational basis with the requested days in perspective relating to the overall job schedule. State pointed out that this was one of the projects on which all reasons for time extension except strikes had been deleted, but we would not arbitrarily stand on this provision alone.

John A. Bond
Staff Assistant

JAB:sg

cc: ~~E.B. Klaboe~~
R.D. Asburry

RECEIVED
MAR 20 1967
FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. JEFFERY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Claim File # 4286
FILED
MAR 16 1967
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAR 16 1 26 PM '67
CLAY MYERS
SECRETARY OF STATE

March 15, 1967

21-111

Salem Road & Driveway Co.
P. O. Box 603
Salem, Oregon 97308

65-5

ATTN: George A. Lindahl

NOTED ON CARD
wln

Gentlemen:

This is to acknowledge receipt of your claim letter of March 9 stating that Page Paving Company & R. A. Heintz Construction Company owes you $903.00 for supplying of materials and performing certain parts of work.

You state that this is in reference to their Contract No. 6535 for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

The United Pacific Insurance Company and Great American Insurance Company through Mansfield & Co., 1975 S. W. 5th Avenue, Portland, and Wells-Reed-Wood-West Co., 412 Failing Building, Portland, furnished the performance bond on this contract.

We will advise them of the receipt of your claim letter, and we will also forward it to the Secretary of State for filing.

Please inform this office when your claim has been paid.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:wln
cc United Pacific Insurance Co.
Great American Insurance Co.
Mansfield & Co.
Wells-Reed-Wood-West Co.
Page Paving Co. &
R. A. Heintz Constr. Co.

RECEIVED
MAR 20 1967
OREGON
STATE HIGHWAY COMMISSION

Glenn L. Jackson
David B. Simpson
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

Salem ROAD & DRIVEWAY CO

P. O. BOX 603 • SALEM, OREGON 97308
TELEPHONE: 585-5656

March 9, 1967

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Sir:

Re: O.S.H.D. Contract No. 6535
Page Paving Company and R. A. Heintz
Construction Co.

We wish to advise that on March 11, 1965 we entered into an agreement with the above named joint venture to supply materials and perform certain parts of the work for a stated sum on Contract No. 6535.

In receipt of Estimate No. 17 an amount of $523.74 was withheld from our payment as liquidated damages. Again on receipt of Estimate No. 18 an amount of $379.26 was withheld as liquidated damages.The total being in the amount of $903.00.

On or about March 7, 1967 Estimate No. 20 marked "Final" was received and the amount of $903.00 was still withheld.

The amount of $903.00 is due and payable and we therefore submit our claim in that amount.

Very truly yours,

Salem Road & Driveway Co.,

George A. Lindahl

George A. Lindahl, Secretary

RECEIVED
MAR 10 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 23 1967

FORM E-30X—50M—7-66

27-1112
6225

SP*23657-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20, 1967

SUBJECT: Independence Jct.-West Salem Section
Willamina-Salem Highway
Cut Slide, Station 1191

To: Mr. R.D. Asburry
Division Engineer
SHOPS

Attention: Mr. Gerald Wimer

This will confirm our conversation of February 13 wherein you were advised that comparative cost figures should be prepared for both a retaining wall and a rock inlay design to correct the sliding condition at the subject location.

It is understood the necessary field work has been started.

F.D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G.L. Decker
Assistant Construction Engineer

GLD:sg

cc: Tom Edwards
F.B. Klaboe

RECEIVED
FEB 21 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 6 - 1967

1 ...27-1112

6535

February 6, 1967

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

United Pacific Insurance Company
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment for $2,256.90 will be made to Page Paving Company and R.A. Heintz Construction Company on Contract No. 6535 for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County, as soon as the warrant is prepared.

The total amount paid on this contract will be $1,548,771.79 including the post-final payment. Of the total $171,536.46 is for force account work and we are retaining $1,000.00 for anticipated railroad flagging charges on this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm
cc Great American Insurance Company
Seattle, Washington

Page Paving Company
and R.A. Heintz Construction Co.
Salem, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
JAN 26 1967

FOR FILING

27-1112

January 26, 1967

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

United Pacific Insurance Company
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6535 awarded to Page Paving Company and R. A. Heintz Construction Company for grading, paving, and signing on the Independence Junction--West Salem Section of the Willamina-Salem Highway in Polk County was completed on October 11, 1966, and accepted by the Highway Commission on January 24, 1967.

Final payment in the amount of $61,123.13 will be released to the contractor after February 2, 1967. The total contract amount is $1,546,715.29 including $171,536.46 for work performed under force account.

An amount of $1,000 has been retained to cover the estimated railroad costs that are the responsibility of the contractor. A post-final voucher will be issued to adjust the charge when a bill is received from the railroad.

You have been advised of claims filed with us; all of which have been paid except one.

Very truly yours,

Floyd Ousry, Secretary
OREGON STATE HIGHWAY COMMISSION

flm

cc Great American Ins. Co.
Seattle, Washington

Mansfield and Company
Portland, Oregon

L.H. Young
C.H. Maison
Attn: John Herr

Page Paving Co. & R.A. Heintz Constr. Co.
Salem, Oregon

RECEIVED
JAN 26 1967

FOR FILING
27-1112
6535

January 24, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed October 11, 1966, on Contract No. 6535. The contract was with Page Paving Co. and R. A. Heintz Construction Company and was for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 24, 1967, and that you concur in this procedure at the Commission meeting on January 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
R. D. Asburry.

bg fn

RECEIVED
JAN 19 1967
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FILED
JAN 18 1967
CLAY MYERS
SECRETARY OF STATE

Claim File
No. #271

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JAN 18 1 17 PM '67
CLAY MYERS
SECRETARY OF STATE

January 17, 1967

McKay, Panner, Johnson & Marceau
Law Offices
1026 Bond Street
Bend, Oregon 97701

Attention: Mr. Owen M. Panner

Gentlemen:

This is to acknowledge receipt of your letter of January 12 and attached Notice of Claim of your client, Reid Bros. Trucking Company, Inc., stating that Page Paving Company and R.A. Heintz Construction Company owes them for labor and equipment in the amount of $14,624.08.

This appears to be in reference to the Page Paving Company and R.A. Heintz Construction Company Contract No. 6535 for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

United Pacific Insurance Company and Great American Insurance Company through Mansfield and Company and Wells-Reed-Wood-West Company furnished the performance bond on this contract. We will advise them of the receipt of your letter and we will forward your client's claim along with Exhibit A to the Secretary of State for filing.

Please inform this office when the Reid Bros. Trucking Company claim is paid.

NOTED ON CARD
wlw

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JAN 19 1967
OREGON
STATE HIGHWAY COMMISSION

cc Page Paving Company
and R.A. Heintz Constr. Company
United Pacific Insurance Company
Great American Insurance Company
Wells-Reed-Wood-West Company
Mansfield and Company
Glenn L. Jackson
David B. Simpson
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

LAW OFFICES
McKAY, PANNER, JOHNSON & MARCEAU
1026 BOND STREET
BEND, OREGON 97701

DUNCAN L. McKAY
OWEN M. PANNER
LYMAN C. JOHNSON
RONALD L. MARCEAU
DAVID R. DIERDORFF

AREA CODE 503
TELEPHONE 382-3011

January 12, 1967

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Re: Contract No. 6535
Independence Junction
West Salem Section of the Willamina-Salem Highway
Polk County

Dear Mr. Query:

Enclosed herewith is a notice of claim filed by Reid Bros., Trucking Co., Inc., in connection with the above entitled contract in the amount of $14,624.08, according to the provisions of ORS 279.528.

Thank you very kindly for your assistance in this matter.

Very truly yours,

McKAY, PANNER, JOHNSON & MARCEAU

Owen M Panner
OWEN M. PANNER

OMP:IM
encl.

RECEIVED
JAN 13
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

TO: MR. FLOYD QUERY, Secretary of the Oregon State Highway Commission

Notice hereby is given that the undersigned, Reid Bros. Trucking Co., Inc. has a claim for furnishing labor and equipment in accordance with the attached itemized statement which is made a part hereof in the sum of $14,624.08 against the bond taken from Page Paving Co. and R. A. Heintz Construction Co., as principals and Great American Insurance Company and United Pacific Insurance Company as sureties for the work done pursuant to Contract No. 6535 known as the West Salem - Independence Junction job of the Oregon State Highway Commission.

Dated this 27th day of December, 1966.

REID BROS. TRUCKING CO., INC.

By _____
President

RECEIVED
DEC
STATE HIGHWAY COM.

Exhibit A

ITEMIZED STATEMENT

924 Man hours at $5.92 an hour	$ 5,470.08
Equipment rental:	
Base stabilization plant 1/2 month	2,000.00
3 truck and belly dump units, 1/2 month	3,360.00
2 rollers 1/2 month	990.00
1 Blaw-Knox spreader and attached tractor 1/2 month	1,100.00
1 46 A D-8 Caterpillar and dozer, 71 hours @ $24 per hour	1,704.00
	$ 14,624.08

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
JAN 5 - 1967
FOR FILING

27-1112

6535

January 4, 1967

McKay, Panner, Johnson & Marceau
1026 Bond Street
Bend, Oregon 97701

Attention: Owen M. Panner

NOTED ON CARD
wln

Gentlemen:

This is in reply to your letter of December 29 and attached affidavit of Edwin W. Reid, Jr., president of Reid Bros. Trucking Co., Inc.

As requested, we are attaching a certified copy of the contract and bond which covers Page Paving Co. and R. A. Heintz Constr. Co. Contract No. 6535 for grading, paving and signing on the Independence Jct.-West Salem Section of the Willamina-Salem Highway in Polk County.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:wln

LAW OFFICES
McKAY, PANNER, JOHNSON & MARCEAU
1026 BOND STREET
BEND, OREGON 97701

DUNCAN L. McKAY
OWEN M. PANNER
LYMAN C. JOHNSON
RONALD L. MARCEAU
DAVID R. DIERDORFF

AREA CODE 503
TELEPHONE 382-3011

December 29, 1966

Mr. Floyd Query
Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon 97301

Dear Mr. Query:

Re: Contract No. 6535
West Salem - Independence Junction Job

We are enclosing herewith an affidavit executed by Edwin W. Reid, Jr. as president of Reid Bros. Trucking Co., Inc. in connection with the above-entitled job.

Would you please furnish us with a certified copy of the contract and the bond for bonds in connection with this particular job?

Thank you very kindly.

Very truly yours,

McKAY, PANNER, JOHNSON & MARCEAU

Owen M Panner
OWEN M. PANNER

OMP/se
encl.

cc: Reid Bros. Trucking Co., Inc.

RECEIVED
DEC 30 1966
OREGON
STATE HIGHWAY COMMISSION

Cec ✓

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Crook)

I, EDWIN W. REID, JR., being first duly sworn depose and say:

That I am the president of Reid Bros. Trucking Co., Inc., an Oregon corporation. That the said Reid Bros. Trucking Co., Inc. did, between the dates of August 1, 1966 and October 1, 1966 furnish labor and equipment to the contractors, Page Paving Co. and R. A. Heintz Construction Co., and to the subcontractor, Valley Construction and Gravel Co., for the prosecution of the work provided for in that certain Contract No. 6535 known as the West Salem - Independence Junction contract with the Oregon State Highway Commission of the reasonable value of $14,624.08.

That said amount has not been paid in full or in part.

Edwin W. Reid, Jr., Affiant

Subscribed and sworn to before me this 27th day of December, 1966.

Notary Public for Oregon
My Commission expires: 10/25/70

RECEIVED
DEC 30 1966
OREGON
STATE HIGHWAY COMMISSION

McKAY, PANNER, JOHNSON & MARCEAU
ATTORNEYS AT LAW
BEND, OREGON 97701

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Independence Junction

WEEK ENDING: December 23, 1966

SECTION PREFIX: 27-1112

HIGHWAY: Willamina - Salem

COUNTY: Polk

NAME OF JOB: Independence Jct.-West Salem Section

KIND OF WORK: Grading, Paving, and Signing

CONTRACTOR: Page Paving Co. & R.A. Heintz Const. Co.

CONTRACT NUMBER: 6535

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: January 27, 1965

DATE WORK STARTED: February 15, 1965

ESTIMATED COMPLETION DATE: October 11, 1966

AVERAGE FORCE ON PROJECT FOR THE WEEK
MEN: None SUPERVISION: None

SPECIFIED WORK DAYS

WORK DAYS USED

SPECIFIED CALENDAR DAYS: 550

CALENDAR DAYS USED: 622

SPECIFIED COMPLETION DATE: July 31, 1966

PERCENT OF TIME ELAPSED: 113

PROJECT AUTHORIZATION: $1,735,064.20

ENGINEERING AUTHORIZATION: $121,846.77

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $1,613,217.43

ENGINEERING COST TO DATE: $142,227.50

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $1,594,846.11

PERCENT OF AUTHORIZATION: 117 %

DATE PROJECT WAS COMPLETED: October 11, 1966

ESTIMATED PERCENT OVERRUN / UNDERRUN: 0 %

Submitted semifinal estimate November 23, 1966

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
100	100	100	100	100	100		
			GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT			3.51	3.51			3.51
MILES PARTIALLY COMPLETED							
MILES COMPLETED			3.51	3.51			3.51
TOTAL ESTIMATED QUANTITIES (CONTRACT)			346,600	209,600			31,500
TOTAL QUANTITIES CORRECTED TO DATE			383,102	193,692			33,834
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE			383,102	193,692			33,834
AVERAGE DAILY QUANTITIES			2,100	1,445			806
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME							
NUMBER OF SHIFTS PER DAY							
HOURS PER SHIFT							

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

RETAINING WALLS

BRIDGE NO.	9427 (2)	9428	Bin-type					
PERCENT	100	100	100					

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Cloudy			
MONDAY	Cloudy			
TUESDAY	Clear			
WEDNESDAY	Showers			
THURSDAY	Clear			
FRIDAY	Showers			
SATURDAY	Showers			

Routing

Morgan — Pease — E

Decker — Morelock

Bond — B — Trout

Barbee — Scott

Walker — W — Wills

Glenn — Litchfield

Swan — Olson

RECEIVED
DEC 27 1966
CONSTRUCTION
DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Submitted semifinal estimate November 23, 1966

Crew completed setting standard Right of Way Markers, alignmant monuments and permanent bench marks.

FINAL REPORT

SIGNED Arthur Duffy LOCATION Salem, Oregon

Arthur Duffy, Res. Eng'r.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
DEC 15 1966

27-1112
6535

December 14, 1966

Air Mac, Inc.
P. O. Box 4191
Portland, Oregon 97214

Gentlemen:

Thank you for your letter of December 12 informing us that you no longer have any claim against Heid Brothers and that you are withdrawing your notification.

You state that this is in reference to the Page Paving Company and R. A. Heists Construction Company, Contract No. 6535, for grading, paving, and signing on the Independence-Junction--West Salem Section of the Willamina-Salem Highway in Polk County.

Our records show that this is in connection with your equipment rental claim in the amount of $611.44.

This information will be noted in our records and we will advise the sureties and principal contractors of the receipt of your letter.

Very truly yours,

Floyd Emery, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: United Pacific Insurance Company
Great American Insurance Company
Mansfield & Company
Wells-Reed-Wood-West Company
Page Paving Company &
R. A. Heists Construction Company
Commissioners

CWH:gc

NOTED ON CARD
12-14-66

PORTLAND · EUGENE · MEDFORD · SEATTLE · SPOKANE · YAKIMA · MISSOULA · MANILA

AIR MAC INC.

2727 S. E. UNION AVENUE
PORTLAND, OREGON 97214 • P. O. BOX 2191
Telephone 234-0511 • TWX 910-464-6158

Materials Handling and Construction Equipment

RECEIVED
DEC 13 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

December 12, 1966

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

Attention: Mr. Ray Asbury
Division Engineer

Gentlemen:

In reference to our letter of November 23 regarding our claim against Reid Brothers Trucking Company, we are happy to report that this matter has been cleared up by Reid Brothers and we no longer have any claim whatsoever against this company in regards to the job near West Salem and are hereby withdrawing notification to you.

Contract 6535

Very truly yours,

AIR MAC, INC., OF OREGON

Norman A. Creitz

Norman A. Creitz, Sales Manager
Construction Equipment Division

NAC:as
cc:Page Paving Co., Salem, Ore.
Reid Brothers, Prineville, Ore.

NOTED
C. W. HEAD

FORM E-1287 REV. 7-66

RECEIVED
DEC 1 2 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

27-1115
6527
FILED
5 1966
TOM McCALL
SECRETARY OF STATE

Claim File
No. 4251

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
DEC 5 3 47 PM '66
TOM McCALL
SECRETARY OF STATE

December 2, 1966

Air Mac, Inc.
P.O. Box 2191
Portland, Oregon 97214

Gentlemen:

This is to acknowledge receipt of your claim letter of November 23 to the attention of Mr. Roy Asbury, Division Engineer, stating that said Brewers Trucking Company owes you for equipment rental in the amount of $213.42.

From the description given, it appears the contract to which you refer is our contract No. 6036, awarded to Page Paving Co. & R. . Heinz Construction Co. for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

The United Pacific Insurance Co. and Great American Insurance Co. through Mansfield & Co., 1975 S.W. 5th Avenue, Portland, and Wells-Reed-Donahue-West Co., 412 Filbert Bldg., Oakland, furnished the performance bond on this contract. This bond is furnished to assure completion of the contract and payment of all bills incurred in it. We will advise them of the receipt of your claim letter, and we will also forward it to the Secretary of State for filing. The State does not make payment of bills but looks to the prime contractor and surety for such payment.

NOTED ON CARD
wbc

Please let us know when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
DEC 1966
OREGON
STATE HIGHWAY COMMISSION

cc United Pacific Insurance Co.
Great American Ins. Co.
Mansfield & Co.
Wells-Reed-Donahue-West Co.
Page Paving Co. & R.A. Heinz Constr. Co.
Hon. Tom McCall

cc: R. D. Asbury
Glenn Jackson
David Simpson

NOTED
C. W. HEAD

Please acknowledge receipt of this claim on the enclosed copy of this letter.

AIR MAC INC.

PORTLAND • EUGENE • MEDFORD • SEATTLE • SPOKANE • YAKIMA • MISSOULA • MANILA

2727 S. E. UNION AVENUE
PORTLAND, OREGON 97214 • P. O. BOX 2191
Telephone 234-0511 • TWX 910-464-6158

Materials Handling and Construction Equipment

November 23, 1966

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: Mr. Ray Asbury, Engineer
Division II

Gentlemen:

As per our conversation on the telephone today, we would like to notify you that we have a claim for rental to Reid Brothers Trucking Company of the following equipment on the Page Paving Company job near Salem:

18-ton Ingram pneumatic-tired roller, serial #6163-M2

We have a rental agreement with Reid Brothers on this equipment with a monthly rate of $271.14, and we have received no rental payment under this agreement for the months of May, June and July, 1966, a total unpaid rental of $813.42.

We would appreciate it if you would retain this amount to protect our interest in this job.

Very truly yours,

AIR MAC, INC., OF OREGON

Norman A. Creitz

Norman A. Creitz, Sales Manager
Construction Equipment Division

NAC:as

RECEIVED
NOV 28 1966
STATE HIGHWAY COMMISSION

RECEIVED
NOV 21 1966
FOR FILING

27-1112

6535

November 17, 1966

Great American Insurance Companies
Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

Attention: Theo W. Backmann

Gentlemen:

This is in reply to your letter of November 14 concerning the Page Paving Company and R. A. Heintz Construction Company, Contract No. 6535, for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

We have examined our contract file and found only one claim received as follows:

Virgil Hall, claim dated December 29, 1965, $2,540 for pit cat and $380 for Blaw-Knox spreader equipment rental.

A letter was received from McColloch, Dezendorf & Spears, Attorneys at Law, dated January 18, 1966, stating that the above claim has been satisfied.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:gc

Great American Insurance
COMPANIES

REGIONAL OFFICE
2030 NINTH AVENUE
SEATTLE, WASHINGTON 98121

November 14, 1966

Mr. C. W. Head,
Assistant Secretary
State of Oregon
State Highway Commission
Salem, Oregon

Re: Page Paving Company and R. A. Heintz Construction Co.
Bond 8170563
Grading, Paving and Signing - Independence Junction
West Salem Secton - Contract No. 6535

Dear Mr. Head:

Thank you very much for your recent status report on the above contract. You indicated in your report that you were aware of unpaid bills for labor or material but that they had been paid.

We would very much appreciate a list of these bills and enclose a self-addressed envelope for your convenience in replying.

Thank you.

Yours truly,

Theo W. Backmann
Bond Underwriter

TWB:jw
Enc.

NOTED
C. W. HEAD

RECEIVED
NOV 15 1966
OREGON
STATE HIGHWAY COMMISSION

27-1112

FORM E-90X—50M—2-66 SP 123500-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 16, 1966

To: Mr. F. D. Morgan
Construction Engineer
Department

SUBJECT: Independence Jct.-West Salem Section
Willamina-Salem Highway
Polk County

RECEIVED
SEP 19 1966
LEGAL & RIGHT OF WAY

Herewith warranty for signs furnished by the contractor on the subject project.

R. D. Ashurry
Division Engineer

By John O. Canfield

John O. Canfield
Division Office Engineer

JOC:sm
cc Maintenance Department
Legal Department

NOTED
FLOYD QUERY

JSI:ob
3/5/64

WARRANTY
SIGN FINISH

THIS WARRANTY, made by ECONOLITE, A Division of Tamar Electronics, Inc. of 3533 Stoneway North, Seattle, Washington, hereinafter called "Warrantor," in favor of the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State";

W I T N E S S E T H:

RECITALS:

1. State is Constructing (constructing or improving) the Independence Jct. (name and designation of section) West Salem Section on the Willomina Salem Highway, State (primary or secondary) Highway No. _____, in Polk County, Oregon, which project includes installation of sign panels with hinac (porcelain enamel or hinac) finish.

2. Under the provisions of Contract No. 6535, pertaining in part to installation for said project of the sign panels with _____ (porcelain enamel or hinac) finish and entered into by State and Page Paving Co. & R. A. Heintz Construction Co. (Joint Venture) of Salem, Oregon, hereinafter called "Contractor," Contractor is required to furnish to the engineer for State a written warranty from the manufacturer of the finish on said panels warranting against spalling, discoloration or fading for a period of ten years from the date of acceptance by State of Contractor's work under said Contract No. 6535.

JSI:ob
3/5/64

3. Warrantor is the manufacturer of the finish of certain of the panels with hinac (porcelain enamel or hinac) finish to be installed by Contractor as heretofore set forth and agrees to warrant said panels coated by it in favor of State, as required in the special provisions of said Contract No. 6535 between State and Contractor.

NOW, THEREFORE, in consideration of the sale by Warrantor and the purchase by Contractor of those panels coated by Warrantor, or the coating by Warrantor of those panels furnished for coating by Contractor, said panels in each case to be installed by Contractor under Contract No. 6535 with State as part of the construction (construction or improvement) of the Independence (name and designation of section) W. Salem Section on the Willomina-Salem Highway, State _____ (primary or secondary) Highway No. _____ in Polk County, Oregon, and in consideration of the acceptance from Contractor and use by State of said panels coated by Warrantor, Warrantor does hereby warrant and guarantee the _____ hinac (porcelain enamel or hinac) finish of panels coated by it and so purchased by Contractor and accepted and used by State against any and all spalling, discoloration or fading whatsoever for a period of ten years from the date of acceptance by State of Contractor's work under said Contract No. 6535 between State and Contractor. In every case in which any spalling, discoloration or fading of any such panel occurs within said ten-year period, Warrantor shall, forthwith upon receipt of written notice of such spalling, discoloration or fading, from either State or Contractor, replace said panel

JSI:ob
3/5/64

F.O.B. the State Sign Shop in Salem, Oregon, regardless of the extent of spalling, discoloration or fading. Of the total panel cost, Warrantor shall pay that part which bears the same proportion to the total panel cost as the part of the ten-year period remaining after the date of written notice of the occurrence of any such spalling, discoloration or fading bears to the whole ten-year period, and State shall pay the remaining part of the total panel cost.

Upon receipt of the replacement panel and the installation thereof, the defective panel, disassembled and free of legend, will be made available to the Warrantor F.O.B., Salem, Oregon.

It is expressly understood and agreed that the warranty and obligations herein set forth are made and undertaken by Warrantor to and for the benefit of the State, and may be enforced either by Contractor or by State, or by both Contractor and State.

IN WITNESS WHEREOF, Warrantor has set its hand as of this 21st day of June, 19 66.

ECONOLITE, A Division of
Tamar Electronics, Inc.

W. J. Sheffield

WARRANTOR

ATTEST:

R. G. Crocker

RECEIVED
JUL 19 1966
27-111

Salem, Oregon
July 18, 1966

Increase in Project Authorization

Arthur Duffy
Resident Highway Engineer
P. O. Box 30
Salem, Oregon

This is to advise you that at its meeting of July 14, 1966 the Highway Commission approved an increase of $226,904.46 in project authorization on Contract No. 6535, Independence Junction - West Salem Section of the Willamina - Salem Highway in Polk County.

The new authorization for construction is $1,735,064.30. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

HH:cl

cc: R. Asbury

RECEIVED
JUL 14 1966
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
July 8, 1966

To: Mr. Arthur Duffy
Resident Engineer
SHOPS AREA

SUBJECT: "FR2" Intersection
Independence Junction-West Salem Section
Willamina-Salem Highway

In response to a complaint of Cal Elkins, Eola Iron Works, to Fred Klaboe July 6 that eastbound trucks wanting to get to his business cannot negotiate the subject intersection and stay on the traveled way, would you please widen the intersection on both the inside and outside by four or five feet or whatever you might subsequently determine necessary as we discussed on the site July 7.

NOTED
F.B. KLABOE

R. D. Asburry
Division Engineer

By [signature]
Gerald Wimer
Assistant Division Engineer

RECEIVED
JUL 12 1966
OFFICE OF
STATE HIGHWAY ENGINEER

GW:cp
cc: Mr. John Walker ✓

7/12/66
Sent copy to Klaboe
JRW

Routing

V	Morgan		Platt E
1	Docker R		Moreland
	Bond		Trout
	Burboo		Scott
3	Walker W		
	Glenn		Litchfield
K	Swan		

RECEIVED
JUL 11 1966
CONSTRUCTION
DIVISION

RECEIVED
JUN 28 1966
FOR FILING

27-1112

6535

June 27, 1966

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6535, the Independence Junction-West Salem Section grading, paving, and signing project on the Willamina-Salem Highway in Polk County is anticipated. Page Paving Company and R. A. Heintz Construction Company are the contractors. The original project authorization was $1,508,158.74. The present anticipated cost is $1,735,064.20, indicating an overrun of $226,905.46 or 15 percent. This is a State project.

The reasons for the overrun are largely due to increased retaining wall quantities, additional subdrainage work, and unanticipated slide correction.

This request will be on the agenda for the July 14 meeting and I recommend your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. L. Klaboe
Victor D. Wolfe
F. D. Morgan
C. H. Maison
L. h. Young
R. D. Asburry

DES:nh/RLP:ms bg

RECEIVED
JUL 15 1966
FOR FILING

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6535

To:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 16, 1966

SUBJECT: Overrun of Project Authorization
Independence Jct.-West Salem Sect.
Willamina-Salem Highway
Contract No. 6535

Mr. F. B. Klaboe
Ass't. State Highway Engineer
B U I L D I N G

Attached is a report on an expected overrun of the project authorization on the subject contract. This project for grading, paving and signing is under contract to Page Paving Company and R. A. Heintz Construction Company of Salem. The original project authorization was $1,508,158.74. The present anticipated cost is $1,735,064.20 indicating an overrun of $226,905.46 or 15.0%.

The reasons for this overrun are due to an overrun in concrete retaining wall, additional subdrainage work and slide repair work. When the concrete retaining wall was staked in the field from the plan information, it was determined to be too low for the purpose intended. This under design required an additional $35,000 in materials, excavation and other related cost. When grading commenced on this project numerous subsurface drainage problems became apparent. The ground conditions in their natural state are much wetter than had been anticipated. This unanticipated subsurface drainage caused an increased cost to the project of over $25,000. Unanticipated slide work on this project will cost in excess of $125,000. The remainder of the overrun is composed of many smaller related items.

It is recommended that the project authorization be increased by $226,905.46.

F. D. Morgan
Construction Engineer

By John A. Bond

NOTED
F. B. KLABOE

John A. Bond
Staff Assistant

DES:nh

Attachment

cc: L. H. Young

RECEIVED
JUL 1
OFFICE OF
STATE HIGHWAY ENGINEER

Form No. H-378—10M—7-55

27-1112

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Independence Junction - West Salem Section Date June 8, 1966

Highway Willamina-Salem Contract No. 6535

County Polk Kind of Work Grading, Paving, & Signing Contractor Page Paving Company & R. A. Heintz Const. Co.

Contract Amount ..... $ 1,273,935.55

Expected over-runs and under-runs in contract items:

			Quantity	Unit Price	Amount
Major items, itemized:					
Item	2	Drain. Exc., Unclass.	3,800 CY	2.00	$ 7,600.00
"	3	Struct. Exc., Unclass.	2,500 CY	3.00	7,500.00
"	4	Gen. Exc., Unclass.	34,400 CY	0.55	18,920.00
"	8	Loose Riprap	3,300 CY	3.20	10,560.00
"	32	Spec. Backfill in Drains	3,020 CY	5.00	15,100.00
"	53	Class "A" Conc. in Walls	360 CY	50.00	18,000.00
"	54	Met. Reinf. in Walls	68,042 LB	0.127	8,641.33
Minor items, unitemized algebraic total			See reverse side.		+ $25,495.00
Subtotal					$ 111,816.33

Approved work orders (Price, extra work and state force orders) ..... $ 138,870.31

Expected over-runs and under-runs in work orders:

			Amount
Major items, itemized:			
P.A.	#2	River-run Gravel	$ 2,400.00
E.W.O.	#7	Slide Removal	70,000.00
Minor items, unitemized algebraic total			- $ 1,717.22
Subtotal			$ 70,682.78

Authorization for engineering ..... $ 107,246.84

Expected over-run or under-run of engineering authorization 6% of Expected Over-runs ..... $ 14,599.93

Costs not included above (explain) Unapproved Orders for Utilities Adj., Boris. Drain ..... $ 9,700.00

Allowance for future contingencies (4½ % of work remaining) ..... $ 8,212.46

Credits to come from transfers and deductions ..... $ 0

Present estimate of project cost ..... $ 1,735,064.20

Brief Statement of principal causes of over-run:

Over-run of concrete retaining wall quantities. Necessity for additional subdrainage work. Earth movement, Stations 1184 to 1200, necessitating slide removal and extensive drainage.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

		Space to right of this line is for use of Salem office.
Project authorization	$ 1,508,158.74	
Present estimate of project cost	$ 1,735,064.20	
Expected over-run (Amount)	$ 226,905.46	
Expected over-run (per cent)	15.0	

Submitted by: [signature] Resident Engineer

Confirmed by: [signature] Division Engineer

Noted by: [signature] Construction or Bridge Engineer

Noted by: [signature] Deputy or Assistant State Highway Engineer

State Printing 80719

RECEIVED
MAY 17 1966
FOR FILING 27
64

May 3, 1966

Mr. Dana Babcock, Attorney
111 North 26th Street
Corvallis, Oregon

Dear Mr. Babcock:

Thank you very much for the copy of your letter of April 28, which original went to Governor Hatfield.

Your comments regarding traffic marking, are of course, quite well taken and appropriate. I am sure that the response from Governor Hatfield will point out that the project in Salem to which you refer--the Wallace Road reconstruction--is under Highway Department jurisdiction, and the sole responsibility of the City of Salem in it, is to contribute 25% toward its cost. The City of Salem has not one modicum of control or say in the project.

I am sure also that the response from the Governor will point out that the State Highway Department had to make a choice between tearing up the road and working at half speed all winter in the mud, or sealing it up at the split level as it now exists and finish it this spring and summer. As you undoubtedly are aware this was a two construction season project and consequently we in Salem are satisfied that the Highway Department, and its contractor, have done the best job possible under the trying traffic, terrain, soil, and weather circumstances which prevail on this major project.

We are certainly well aware of our traffic situations and problems, but as a well informed and interested citizen I am sure that you are aware that as one of the states having the lowest gas tax in the country, and an extremely low share thereof going to the cities, we have done an extremely fine job with the limited financial resources made available to us. The cities are attempting to persuade the Legislature to both increase revenues and the percentage thereof to the cities so that the cities might do a more locally responsive job.

MAY - 4 1966

Form No. B-373-1062—7-56

27-1112

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Independence Junction - West Salem Section Date June 8, 1966

Highway Willamina-Salem Contract No. 6535

County Polk Kind of Work Grading, Paving, & Signing Contractor Page Paving Company & R. A. Heintz Const. Co.

Contract Amount $1,273,935.55

Expected over-runs and under-runs in contract items:

			Quantity	Unit Price	Amount
Major items, itemized:					
Item	2	Drain. Exc., Unclass.	3,800 CY	2.00	$ 7,600.00
"	3	Struct. Exc., Unclass.	2,500 CY	3.00	7,500.00
"	4	Gen. Exc., Unclass.	34,400 CY	0.55	18,920.00
"	8	Loose Riprap	3,300 CY	3.20	10,560.00
"	32	Spec. Backfill in Drains	3,020 CY	5.00	15,100.00
"	53	Class "A" Conc. in Walls	360 CY	50.00	18,000.00
"	54	Met. Reinf. in Walls	68,042 LB	0.127	8,641.33
Minor items, unitemized algebraic total			See reverse side.		+ $25,495.00
Subtotal					$ 111,816.33
Approved work orders (Price, extra work and state force orders)					$ 138,870.31

Expected over-runs and under-runs in work orders:

			Amount
Major items, itemized:			
P.A.	#2	River-run Gravel	$ 2,400.00
E.W.O.	#7	Slide Removal	70,000.00
Minor items, unitemized algebraic total			- $ 1,717.22
Subtotal			$ 70,682.78
Authorization for engineering			$ 107,246.84
Expected over-run or under-run of engineering authorization		8% of Expected Over-runs	$ 14,599.93
Costs not included above (explain)		Unapproved Orders for Utilities Adj., Horiz. Drain	$ 9,700.00
Allowance for future contingencies (4½ % of work remaining)			$ 8,212.46
Credits to come from transfers and deductions			$ 0
Present estimate of project cost			$ 1,735,064.20

Brief Statement of principal causes of over-run:

Over-run of concrete retaining wall quantities. Necessity for additional subdrainage work. Earth movement, Stations 1184 to 1200, necessitating slide removal and extensive drainage.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 1,508,158.74
Present estimate of project cost	$ 1,735,064.20
Expected over-run (Amount)	$ 226,905.46
Expected over-run (per cent)	15.0

Space to right of this line is for use of Salem office.

Submitted by: Resident Engineer

Confirmed by: Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 60710

This includes the perf. pipe quantity increases as follows:

	Bid Quantity	Actual Requirement
6" perf.	4380'	6800'
8" perf.	1340'	3000'
8" perf.-coated	410'	2400'

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
JUN 13 1966
CONSTRUCTION
DIVISION

RECEIVED
MAY 17 1966
FOR FILING

May 3, 1966

Mr. Dana Babcock, Attorney
111 North 26th Street
Corvallis, Oregon

Dear Mr. Babcock:

Thank you very much for the copy of your letter of April 28, which original went to Governor Hatfield.

Your comments regarding traffic marking, are of course, quite well taken and appropriate. I am sure that the response from Governor Hatfield will point out that the project in Salem to which you refer--the Wallace Road reconstruction--is under Highway Department jurisdiction, and the sole responsibility of the City of Salem in it, is to contribute 25% toward its cost. The City of Salem has not one modicum of control or say in the project.

I am sure also that the response from the Governor will point out that the State Highway Department had to make a choice between tearing up the road and working at half speed all winter in the mud, or sealing it up at the split level as it now exists and finish it this spring and summer. As you undoubtedly are aware this was a two construction season project and consequently we in Salem are satisfied that the Highway Department, and its contractor, have done the best job possible under the trying traffic, terrain, soil, and weather circumstances which prevail on this major project.

We are certainly well aware of our traffic situations and problems, but as a well informed and interested citizen I am sure that you are aware that as one of the states having the lowest gas tax in the country, and an extremely low share thereof going to the cities, we have done an extremely fine job with the limited financial resources made available to us. The cities are attempting to persuade the Legislature to both increase revenues and the percentage thereof to the cities so that the cities might do a more locally responsive job.

MAY - 4 1966

Thank you very much for your observations.

Very truly yours,

Vern W. Miller, M.D.
Mayor

VWM:b

cc: Governor Mark O. Hatfield

VERN W. MILLER, M.D.
MAYOR
CITY OF SALEM
SALEM, OREGON 97301

PHONE 753-6227

DANA BABCOCK
ATTORNEY AT LAW
111 NORTH 26TH STREET
CORVALLIS, OREGON

Hiway

3437

April 28th, 1966.

MAY 10 66

Hon. Mark Hatfield,
State Capitol,
Salem, Oregon.

Dear Governor:

About two weeks ago I wrote you about narrowly escaping being killed in a near collission at the west end of the new Willamette River Bridge here in Corvallis.

Last Tuesday, April 26th, there was a bad accident at the west end of the bridge exactly where I had my narrow escape. Its the intersection where Highway 20 to Albany crosses the traffic off the bridge from the east between the freeway and the coast.

A large platform truck about 35 feet long, a flat bed, with the trailer about 30 ft. long loaded on its platform, came off the bridge and struck a wrecker truck hauling a Cadillac behind it squarely in the side and shoved it down the street about 50 feet. It took four wreckers and an hours time to untangle the mess, and the state and local police had to direct traffic for that time.

Both of these drivers are professional drivers, experts in their line, and we all know use perfect judgment many times a day. They collided and could have been killed.

The bridge is still unmarked, the lanes are unmarked and without arrows, no overhead directions, no speed limits or anything. The highway boys are so busy making speeches and letting new contracts they never bother to finish a job.

The highway west of Salem is a shining (?) example. I will never understand why the city of Salem and State of Oregon lets a contractor tear up the only road from Salem west and then let it stand half finished month after month, year after year, for tourists and others to grope their way over it in the dark and often rainy winter nights, and not raise hell about it. Its a disgrace to the state to ask tourists to come to Oregon.

Very truly,
Dana Babcock

Please dont answer, its not necessary at all.

RECEIVED
MAY 9 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 4 - 1966

FOR Filing SP°18102-734

27-1112

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1966

SUBJECT:

To: Memo to the Files

NOTED
F. B. KLABOE

In response to an April 26 call from Mr. R. L. Forster to Fred Klaboe, Art Duffy, Bill Fretwell and I met with him April 29. He owns property immediately north of the Helman State Park. He has a tentative subdivision plat for the area and has developed one of the main roadways and a well that, according to his figures, produces slightly over 200 gallons per minute. The well is located approximately 310 feet from the boundary of the park immediately above a cut slide that has developed on the Independence Junction-West Salem Section.

Mr. Forster wanted as much as anything to be apprised of our plans for the slide correction and at the same time tell us that the water feeding his well could be contributing to the slide and yet lay the groundwork in case our slide correction dried the well up. He also wanted to make known that there is rock on his property and that he wanted fill material. For these last two items, we referred him to the contractor.

Upon close examination it has been found that the slide actually encroaches onto Mr. Forster's property. A permit of entry is being secured which will allow us to make the necessary slide correction, following which a description and settlement can be made for the actual taking. Although this is a poor time of the year to determine the capacity of the well, Bill Fretwell by a copy of this Memo is instructed to conduct as conclusive a test as possible for record purposes.

Gerald Wimer
Assistant Division Engineer

GW:am
cc F. B. Klaboe
F. D. Morgan
D. H. Moehring
Arthur Duffy
Wm. R. Fretwell
E. J. Benner

RECEIVED
MAY 5 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 15 1966

FORM E-30 50M 10-65 SP*23401-734

FOR FILING

27-1112

6535

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 14, 1966

SUBJECT: Independence Junction-West Salem
Contract No. 6535

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Your March 10 note asks whether we need an increase in authorization on this job. The weekly report last week shows a 5% overrun, but has been corrected to show 4.7% this week. This is based on a close evaluation and is believed accurate for the present outlook. Actual remeasure of many items was made this past winter. A new EWO for $20,000 additional slide work was recently approved and is included in the above revised figure, but no work has been done yet on this order. The project is 63% completed. The financial status will be checked closely as work progresses and additional authorization requested if the estimated overrun reaches the allowable 5%.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

NOTED
F. B. KLABOE

JAB:rw

cc: R. D. Asburry

RECEIVED
MAR 14 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 24 1966
FOR FILING

27-1112

6135

January 21, 1966

McCulloch, Dezendorf & Spears
Attorneys at Law
830 Pacific Building
Portland, Oregon 97204

Attention: Mr. Stanley R. Loeb

Gentlemen:

Thank you for your letter of January 18 informing us that the claim of Virgil Hall has been satisfied and is hereby withdrawn.

You state this is in reference to the Page Paving Company and R. A. Heintz Construction Company Contract No. 6535 for grading, paving, and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

Our records indicate this claim was for equipment rental totaling $2,920 which was filed with the Secretary of State on January 6 and assigned his File No. 4152.

This information is being noted in our records and we will advise the interested parties of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc United Pacific Insurance Company
Bancfield and Company
Great American Insurance Company
Wells-Reed-Wood-West Company
Page Paving Co. & R. A. Heintz Constr. Co.

Glenn L. Jackson
David B. Simpson
CWH:fkn

NOTED ON CARD
fkn 1-21-66

McCOLLOCH, DEZENDORF & SPEARS
(DEY, HAMPSON & NELSON)
(KOERNER, YOUNG, McCOLLOCH & DEZENDORF)
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON 97204
CAPITOL 6-6151

CLARENCE J. YOUNG
OF COUNSEL

FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WAYNE HILLIARD
JAMES H. CLARKE
LEWIS K. SCOTT

RICHARD S. BORST
DOUGLAS H. STEARNS
GEORGE L. WAGNER
KENNETH M. JUDD
KAYE C. ROBINETTE
STANLEY R. LOEB
MICHAEL G. HOLMES
GEORGE L. KIRKLIN
LEIGH D. STEPHENSON
THOMAS F. LEVAK
TYLER E. MARSHALL
JOHN H. DORAN
O. MEREDITH WILSON, JR.
JOHN C. WRIGHT, JR.

January 18, 1966

State of Oregon
State Highway Department
Salem, Oregon 97310

Re: Contract No. 6535 with Page Paving Company and R. A. Heintz Construction Company. Grading, paving and signing on Independence Junction - West Salem Section of Willamina - Salem Highway in Polk County

Gentlemen:

The claim of Virgil Hall heretofore asserted with respect to the above-entitled project has been satisfied and is hereby withdrawn.

Very truly yours,

McCOLLOCH, DEZENDORF & SPEARS

By Stanley R. Loeb

cc: Great American Insurance Company
United Pacific Insurance Company
Page Paving Company
Reid Bros. Trucking Co., Inc.

Cc pleadock.

NOTED
FLOYD QUERY

RECEIVED
JAN 21 1966
OREGON
STATE HIGHWAY COMMISSION

FORM E-123X 50M 7-65

RECEIVED
JAN 2 1966
FOR

27-1112

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

Jan - please record on card. C.H.

January 5, 1966

McColloch, Dezendorf & Spears
800 Pacific Building
Portland, Oregon 97204

Gentlemen:

This is to acknowledge receipt of the Notice of Claim of Virgil J. Hall dated December 29, 1965, for equipment rental pertaining to a pit cat in the amount of $2,540 and for equipment rental of a certain Blaw-Knox spreader in the amount of $380.

This appears to be in reference to the Page Paving Company & R. A. Heintz Construction Company Contract No. 6535 for grading, paving and signing on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

We will advise the United Pacific Insurance Company and the Great American Insurance Company of this claim and we will also send your client's claim to the Secretary of State for filing.

When this claim has been paid please let us know so that we can clear our records.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY
Secretary
OREGON STATE HIGHWAY COMMISSION

C:H:jf
cc: United Pacific Insurance Company
Portland Branch Office
415 S. W. 10th Avenue
Portland 5, Oregon

Great American Ins. Co.
Pacific NW Regional Office
2030 Ninth Avenue
Seattle, Washington 98121

Claim File 412

FILED
JAN 6 1966
TOM McCALL
SECRETARY OF STATE

Mansfield and Company
1975 S. W. 5th Avenue
Portland 1, Oregon

Wells-Reed-Wood-West Co.
412 Failing Building
Portland, Oregon

Page Paving Co. & R. A. Heintz
Construction Company
Box 2206
Salem, Oregon

Mr. Jackson
Mr. Simpson

NOTED ON CARD
Jan

RECEIVED
JAN 6 1966
TOM McCALL
SECRETARY OF STATE

The Hon. Tom McCall
(P. S. Please acknowledge receipt of this letter on the enclosed copy.)

RECEIVED
JAN 7 1966
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

Dated _____

TO OREGON STATE HIGHWAY DEPARTMENT:

Notice is hereby given that the undersigned Virgil J. Hall, Route 2, Box 132, Sherwood, Oregon, has a claim for equipment rental pertaining to a pit car used for 127 hours at $20.00 per hour (on the project hereinafter specified) in the sum of $2,540.00 and for equipment rental of a certain Blaw-Knox spreader for 19 hours at $20.00 per hour (on the project hereinafter described) in the sum of $380.00 against the bond or bonds taken from Page Paving Company and/or R. A. Heintz Construction Company, principal and/or principals, and United Pacific Insurance Company and Great American Insurance Company, surety and/or sureties for the work on the Independence Junction -- West Salem Section of the Willamina-Salem, Oregon Highway (your Contract No. 6535).

_____

RECEIVED
JAN 4 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 1 - 1965
FOR FILING

27- 1112

6535

November 30, 1965

McColloch, Dezendorf & Spears
Attorneys at Law
800 Pacific Building
Portland, Oregon 97204

Attention: Mr. Stanley R. Loeb

Gentlemen:

The information requested in your letter of November 26 concerning the Independence Junction-West Salem Project is as follows:

Contract No. 6535 with Page Paving Company & R. A. Heintz Construction Company. Grading, paving, and signing on Independence Junction-West Salem Section of Willamina-Salem Highway in Polk County.

Surety: United Pacific Insurance Company, P. O. Box 1216, Tacoma 1, Washington. Agent: Mansfield & Co.

Surety: Great American Insurance Co., Pacific N. W. Regional Office, 2030 Ninth Avenue, Seattle, Washington. Agent: Wells-Reed-Wood-West Company.

Contract awarded January 27, 1965.

Paving operations on this project were carried on intermittently during the months of August and September of this year.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

McCOLLOCH, DEZENDORF & SPEARS
(DEY, HAMPSON & NELSON)
(KOERNER, YOUNG, McCOLLOCH & DEZENDORF)
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON 97204
CAPITOL 6-6151

CLARENCE J. YOUNG
OF COUNSEL

FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
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JAMES H. CLARKE
LEWIS K. SCOTT

RICHARD S. BORST
DOUGLAS H. STEARNS
GEORGE L. WAGNER
KENNETH M. JUDD
KAYE C. ROBINETTE
STANLEY R. LOEB
MICHAEL G. HOLMES
GEORGE L. KIRKLIN
LEIGH D. STEPHENSON
THOMAS F. LEVAK
TYLER E. MARSHALL
JOHN H. DORAN
O. MEREDITH WILSON, JR.
JOHN C. WRIGHT, JR.

November 26, 1965

State of Oregon
State Highway Department
Salem, Oregon

6535

Re: Page Paving Company - Independence Junction, West Salem Project

Gentlemen:

One of our clients has a claim against the sub-contractor on a job for Page Paving Co., P. O. Box 2206, Salem, Oregon. The particular construction job involved the Independence Junction-West Salem, Oregon Project. If you are able, would you please give me the following information by return mail:

1. The formal title of the project (i.e., the job contract number or the U. S. Bureau of Public Roads number);

2. The name and address of the bonding company on the surety bond pertaining to such project;

3. The date of acceptance of the award by the State Highway Commission or other Oregon public body.

Paving operations on this project were carried on during the months of August and September, 1965.

Very truly yours,

McCOLLOCH, DEZENDORF & SPEARS

By Stanley R. Loeb

Cc please reply
JG

NOTED
C. W. HEAD

RECEIVED
NOV 29 1965
OREGON
STATE HIGHWAY COMMISSION

FORM E-123X 50M 2-65

RECEIVED
NOV 2 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
GLADSTONE
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

3-1-111-2

6535-2

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 29, 1965

Page Paving Company and
R. A. Heintz Construction Company
P. O. Box 2206
Salem, Oregon 97308

Subject: Independence Jct.-W. Salem Section
Willamina-Salem Highway
Contract No. 6535

Gentlemen:

On October 27 I arranged for release of your last monthly estimate on the subject project on the basis that you were making efforts to "winterize" the project.

This does not mean that there is not further "winterizing" work to do. We will expect you to do whatever is necessary in this regard.

Very truly yours,

R. D. Asburry
Division Engineer

By

Gerald Winer
Assistant Division Engineer

GW:an
cc F. B. Klaboe
F. D. Morgan
L. H. Young
Arthur Duffy

N.C.
F.B. KLABOE

RECEIVED
NOV 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 20 1965
FOR FILING

COMMISSIONERS
GL[illegible] MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID S. SIMPSON, MEMBER
PORTLAND

27-1112

6535

27-1112

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 18, 1965

Page Paving Company and
R. A. Heintz Construction Company
P. O. Box 2206
Salem, Oregon 97308

Subject: Independence Jct.-West Salem Section
Willamina-Salem Highway
Contract No. 6535

Gentlemen:

As indicated in past conversation and correspondence, we are very much concerned about the condition of the subject project with the rainy season so near at hand. In fact, the last little rain we had strongly points out that certain work must be performed on the project to protect it to where it will adequately serve through traffic and the traffic originating alongside the project during the coming winter.

Even though this condition has been brought to your attention, very little has been or is being done to remedy it. By the authority rendered in Article 1-9-14 on Page 29 of the Standard Specifications for Highway Construction, Issue May 1, 1954, which is part of this contract, I have asked that all payments be withheld on this contract until the necessary work to "winterize" the subject project is completed or sufficient activity shown to assure us that it will be completed.

Very truly yours,

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:am
cc F. B. Klaboe
F. D. Morgan
F. T. Young
Arthur Duffy

RECEIVED
OCT 18 1965
OFFICE OF
[illegible]WAY ENGINEER

FORM E-123X 50M 2-65

RECEIVED
OCT 1 3 1965
COMMISSIONERS
KENNETH N. FRIDLEY, MEMBER
DAVID B. SIMPSON, MEMBER
PORTLAND
FOR FILING
27-1112

27-1112

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 13, 1965

Page Paving Company and
R. A. Heintz Construction Company
P. O. Box 2206
Salem, Oregon 97308

Subject: Independence Jct.-West Salem Section
Willamina-Salem Highway
Contract No. 6535

Gentlemen:

A recent inspection of the subject project indicates that serious conditions could arise should our rainy season start before corrective measures are taken. Due to the time of the year, we are seriously concerned about this matter. We must, therefore, insist that immediate steps be taken so that when the rains do come the drainage will be so taken care of that there will be no undue hardship to the traveling public.

This not only includes the through traffic on the highway but also the traffic arising from the adjacent owners and businesses along the road in that no impounded water will soften the existing roadbed and road approaches. We also strongly recommend that the entire project be prepared so that there will be no ponding of water on the new subgrade during the winter, because if such is the case it will extend the time when operations can be resumed in the spring.

For a detail of the recommended work for winterizing this project, please contact Resident Engineer Duffy. Your early attention to this matter will be greatly appreciated.

Very truly yours,

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:sm
cc F. B. Klabee
F. D. Morgan
Arthur Duffy

RECEIVED
OCT 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 18 1965

FORM E-30 50M 3-65 SP*6470-734

FOR FILING

27-1112

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16, 1965

SUBJECT: Haugen Approach
Independence Jct.-West Salem Section
Willamina-Salem Highway
Contract 6535

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
D e p a r t m e n t

This date our Resident Engineer, Arthur Duffy, contacted Mrs. Haugen about her new approach to the relocated highway.

They are contemplating building a new home on the remainder of their property and desire to know the location of the new approach so they could plan around it. This location has been explained to them by Mr. Duffy, which should complete this assignment.

R. D. Asburry
R. D. Asburry
Division Engineer

RDA:am
cc F. D. Morgan
Arthur Duffy

NOTED
F. B. KLABOE

RECEIVED
AUG 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
August 12, 1965

SUBJECT: Independence Junction-
West Salem
Contract No. 6535

To: Mr. R. D. Asburry
Division Engineer
B U I L D I N G

A Mrs. Haugen who owns property near the Kola Inn called and inquired about the location of her new approach road. She stated that the State Highway Department had purchased the front of her property and removed her home, but that she had enough property left to rebuild which she intends to do.

Please call on her as soon as possible and discuss the matter with her. Her address is now 1720 McCoy Street and her telephone number is 362-8341.

When you have completed the assignment, please advise me of the outcome in writing.

F. E. Klaboe
Assistant State Highway Engineer

FEK:arb

cc: Mr. F. D. Morgan

FORM S-12[illegible] 5OM 13-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 22, 1965

Page Paving Company and
R. A. Heintz Construction Company
P. O. Box 2206
Salem, Oregon

RE: Independence Jct.-West Salem Section
Willamina-Salem Highway
Contract No. 6535

Gentlemen:

On last Friday, June 18, 1965, you started operating No. 641 wheel tractor scrapers between Stations 1230 and 1265 on the existing pavement on the subject section. At this time our State Inspector requested that you desist from this operation and was refused. Our Resident Engineer, Mr. Arthur Duffy, wrote a letter notifying you that the travel of this equipment on the existing pavement was to be stopped immediately. A copy of this letter was handed to your foreman on the project prior to commencement of the second shift at 3 P.M. The foreman complied. At 5:30 P.M. your superintendent, Mr. Frank Scott, returned to the project and ordered the above equipment to resume traveling over the pavement.

On Tuesday, June 22, 1965, at approximately 8:30 A.M., Mr. Duffy, accompanied by Mr. John Walker, Assistant Construction Engineer, observed this hauling operation where the loaded material was being hauled outside the area of existing pavement but the returning vehicles were traveling on the westbound lane of the existing paved highway.

This operation is considered to be in flagrant violation of your contract agreements and also in direct opposition to instruction by our Resident Engineer and his inspector. It is also reported that damage to the existing paved surface has occurred from this operation. In addition to the above, inconvenience has occurred to the traveling public due to this operation.

Due to the above violations, you are hereby ordered to suspend this operation as of the night of June 23, and this excavation work will not be resumed until you have agreed with our Resident Engineer to conduct this operation in a manner which will comply with your contractual obligations.

In addition, you will be held responsible for repair, at your expense, for any damage caused to the existing pavement due to your operation as above stated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

JHW:fp

cc F. B. Klaboe
R. D. Asburry
Arthur Duffy

RECEIVED
JUN 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: BUtler 5-2501

2035 N.E. COLUMBIA BLVD.
PORTLAND 11, OREGON

JUNE 20, 1965

RESIDENT ENGINEER
OREGON STATE HIGHWAY DEPARTMENT
P. O. BOX 30
SALEM, OREGON

ATTENTION: ARTHUR DUFFY

RE: INDEPENDENCE JCT.-WEST SALEM SECTION
WILLIMINA-SALEM HIGHWAY, POLK COUNTY
CONTRACT NO. 6535

GENTLEMEN:

WITH REFERENCE TO YOUR LETTER DATED JUNE 18th, 1965, IN REGARD TO "LIMITATIONS OF USE OF HIGHWAYS AND PORTIONS OF THE PROJECT BY CONTRACTOR", IT IS HEREBY REQUESTED THAT CONTRACTOR BE ALLOWED TO USE PART OF THE PAVEMENT AND SHOULDER AREA FOR A RETURN OF THE EMPTY RUBBER-TIRED SCRAPERS FROM EMBANKMENT AREA TO CUT AREA BETWEEN STATIONS 1230 AND 1265.

STRICT OBSERVANCE OF SAFETY FOR TRAFFIC WILL BE MAINTAINED, AND LIABILITY AND DAMAGE CLAUSE WILL BE ADHERED TO.

TIME WISE, THIS WILL EXPEDITE THE COMPLETION OF THIS CONTRACT, AND WILL HELP TO OVERCOME HARDSHIPS ENCOUNTERED BY THE CONTRACTOR IN THE UNSUITABLE EXCAVATION REMOVED, NOT CALLED FOR NOR SPECIFIED IN THE PLANS AND SPECIFICATIONS.

VERY TRULY YOURS,

PAGE PAVING COMPANY &
R. A. HEINTZ CONSTRUCTION CO.
JOINT VENTURE

J. S. Budd

J. S. BUDD, GENERAL SUPERINTENDENT
R. A. HEINTZ CONSTRUCTION COMPANY

B
CC: PAGE PAVING CO.
F. SCOTT
R. A. HEINTZ CONSTR. CO.

FORM B.HWY. 5000 3-43 40006

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 19, 1945

SUBJECT: Maintenance Jct.-W. Salem Section
Willamina-Salem Highway
Polk County
Contract No. 6535

To: Page Paving Company &
R. A. Heintz Construction Co.
P. O. Box 2206
Salem, Oregon

Attention: Mr. R. A. Heintz

Gentlemen:

Your attention is called to the article "Limitations of Use of Highways and Portions of the Project by Contractor" on page 10 of the Contract Supplemental General Provisions.

Contrary to the above provisions, this morning you started travelling between Stations 1230 and 1265 with No. 641 wheel tractor-scrapers upon the existing asphaltic concrete pavement which is to be a part of the completed project.

You refused the project inspector's request to desist, and this letter is to notify you that travel by the above equipment upon the paved surface is to be stopped immediately.

A copy of this letter is being handed to your representative on the project.

Very truly yours,

Arthur Duffy
Resident Engineer

AD:jjt

cc: Page Paving Company
Mr. F. D. Morgan
Mr. R. D. Asburry

RECEIVED
JUN 17 1965

FORM S-903—SOH—1-66 SP*6416-794

27-1112
6535

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 15, 1965

SUBJECT: Assignment No. 221-M
Pentacle Theater Access
Independence Jct.-West Salem Section
Willamina-Salem Highway
Contract No. 6535

To: Mr. F. D. Morgan
Construction Engineer
OFFICE

The Pentacle Theater Access approach along with other approaches were inspected on June 14, 1965 by Art Duffy, Jerry Wimer and myself.

The bulk of the approaches on this project that are affected by construction at this time are on the northerly side of the existing higiway as most of the widening is being done on this side.

The contractor, on order from the Engineer, has graveled the approaches across the construction areas and they were all passable at the time of inspection. Rain has softened all of the construction area of the widening and there was practically no work progressing on the project at this time. The Pentacle Theater approach had one small soft area which could give trouble with more rain, but was no immediate problem at this time. All approaches in the construction area are narrow but they are considered temporary during the construction period.

The Engineer will have to watch all approaches constantly to keep them in satisfactory condition for use. The Engineer is fully aware of this problem.

John H. Walker
Assistant Construction Engineer

JHW:fp

cc F. B. Klaboe
cc RD Asburry

Assignment complete
JHW

RECEIVED
JUN 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
MYRON L. ENFIELD
WILLIAM B. WYLLIE
DAVID A. RHOTEN

COUNSEL
GEORGE ROSEMAN

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON

May 28, 1965

Heintz Construction Company
Page Paving Company
807 North High Street
Salem, Oregon

Re: Access to Pentacle Theatre (Dallas Highway
Polk County Construction Project

Gentlemen:

It is our understanding that a member of the Pentacle Theatre has already contacted your companies in regard to insuring that there will be access from the Dallas Highway (near the "Y") just west of Salem for the use of patrons and members of the Pentacle Theatre. As I am sure you know, the Pentacle Theatre premises are located at the terminus of what is known as 54th Avenue N.W., Salem, Polk County, Oregon.

This theatre operation commences its production season on May 29, 1965, and rehearsals and productions will continue through the summer during the evening hours beginning at approximately 6:30 p.m. The seating capacity for the theatre is approximately 200 and considerable audience and cast traffic will be using this roadway during the course of the season. This is a community theatre which draws patrons from everywhere in the Willamette Valley.

Your cooperation in helping to ease what might develop into a difficult traffic problem is appreciated.

Yours truly,

RHOTEN, RHOTEN & SPEERSTRA

By /s/ David A. Rhoten

DAR:mhs
cc: Oregon State Highway Commission
Highway Department Building
Salem, Oregon

RECEIVED
JUN 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 8 - 1965

FOR FILING
6535

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1965

SUBJECT: Independence Jct.-West Salem Section
Willamina-Salem Highway
Contract 6535

To: Mr. F. D. Morgan
Construction Engineer
Department

Please be advised that the Resident Engineer on the subject project is working with what I consider a minimum crew for this size of project. The unbalancing of the engineering costs to the percent of contract completed is primarily due to the fact that when starting to stake this project for construction, it was found the alignment on the plans was such that the project could not be constructed according to the plans. Several revisions had to be made before staking for construction could be completed. All of this work was charged to construction engineering.

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:AM
cc F. B. Klaboe
Arthur Duffy

RECEIVED
JUN 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 7 - 1965
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FOLDING

6535

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 4, 1965

Mr. Douglas W. Ayres
City Manager
City of Salem
City Hall
Salem, Oregon

Dear Mr. Ayres:

About a week or ten days ago we received a telephone call from your office concerning annexation to the City of Salem of a borrow pit in the West Salem area which was used during construction of the West Salem Section of the Willamina-Salem Highway.

This request was investigated and was presented to the Highway Commission at its meeting June 1. The Commission gave its consent to the annexation. The consent form is being prepared and when completed we will forward an executed copy to you.

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

cc: R. L. Porter
F. B. Klaboe
F. D. Morgan
George Rohde
H. S. Cox
R. D. Asburry

RECEIVED
JUN 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 16 1965
FOR

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
MYRON L. ENFIELD
WILLIAM B. WYLLIE
DAVID A. RHOTEN
COUNSEL
GEORGE ROSSMAN

27-1112
652

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON

528

May 28, 1965

REFERRED TO
Klaboe
BY DEPUTY STATE HIGHWAY ENGINEER

56

Heintz Construction Company
Page Paving Company
807 North High Street
Salem, Oregon

Re: Access to Pentacle Theatre (Dallas Highway
Polk County Construction Project

Gentlemen:

It is our understanding that a member of the Pentacle Theatre has already contacted your companies in regard to insuring that there will be access from the Dallas Highway (near the "Y") just west of Salem for the use of patrons and members of the Pentacle Theatre. As I am sure you know, the Pentacle Theatre premises are located at the terminus of what is known as 54th Avenue N.W., Salem, Polk County, Oregon.

This theatre operation commences its production season on May 29, 1965, and rehearsals and productions will continue through the summer during the evening hours beginning at approximately 6:30 p.m. The seating capacity for the theatre is approximately 200 and considerable audience and cast traffic will be using this roadway during the course of the season. This is a community theatre which draws patrons from everywhere in the Willamette Valley.

Your cooperation in helping to ease what might develop into a difficult traffic problem is appreciated.

Yours truly,

RHOTEN, RHOTEN & SPEERSTRA

By /s/ David A. Rhoten

DAR:mhs
cc: Oregon State Highway Commission
Highway Department Building
Salem, Oregon

RECEIVED
JUN 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER
NOTED
E. B. KLABOE

FORM 6-1207 60M 2-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 9, 1965

AGENDA
APR 20 1965
4C

Oregon State Highway Commission

Gentlemen:

The proposed agreement between the Southern Pacific Railroad Company and the State Highway Commission on the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County, Contract No. 6535, will be on the agenda for the April 20 meeting.

The railroad work includes the reconstruction by the Railroad of 1,703 feet of track on embankment which is to be constructed by the State under this contract.

The State will be required to reimburse the Railroad for extraordinary maintenance on the new roadbed for one year after the operation of the first regular railroad train or for two years after completion of the track construction work, whichever expires first.

The total estimated cost to the State for all work performed by the Railroad, such as engineering, flagging, track work, inspection, et cetera, is $54,605.

We request your approval of the agreement and authority for the Secretary to sign for and on behalf of the State Highway Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query ✓
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

(A)
2 COPIES TO BE SIGNED

ATTED
FLOYD QUERY

RECEIVED
APR 13 1965
FORM E-30X—50M—1-65 SP*6418-734

FOR FILE
1-1112
6255

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

April 9, 1965

SUBJECT: Manhole Step Installation
Alternate Method
Independence Jct.-West Salem Section
Willamina-Salem Highway

To:

Mr. R. D. Asburry
Division Engineer
State Highway Department
Salem, Oregon

Regarding your recommended alternate method of manhole step installation on the subject project, it is desired that one additional procedure be added. The precast hole should be enlarged to 1/2-inch diameter greater than the step rod, and the rod should then be grouted in the hole with time being allowed for the grout to cure prior to welding the washer to the rod .

Attached is a print showing the alternate method including the added feature. This has been approved for use on this project.

F. D. Morgan
Construction Engineer

By John H. Walker

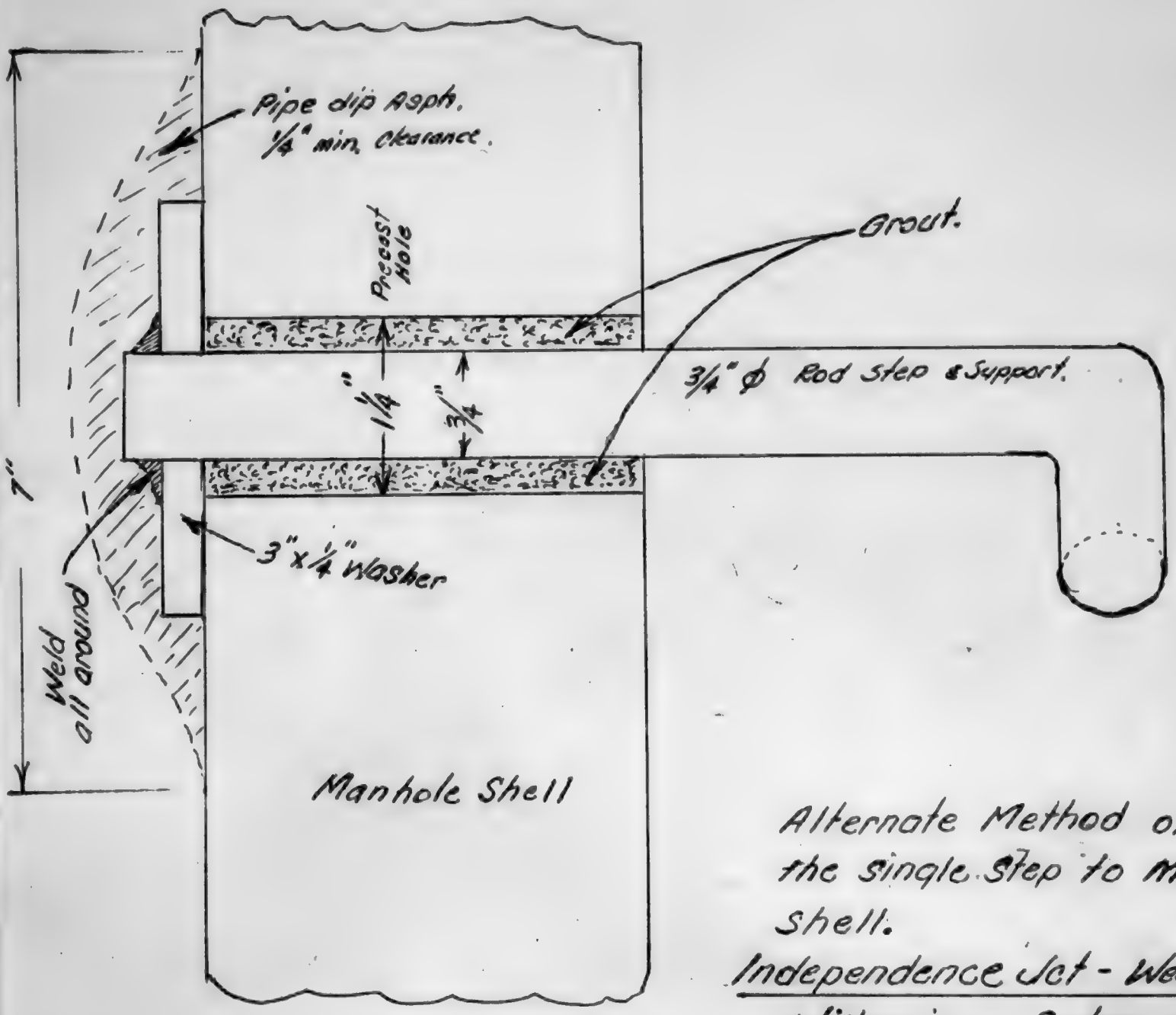
John H. Walker
Assistant Construction Engineer

JHW:fp
Attach.

cc K1560C

RECEIVED
APR 12 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F.B. KUBOE



Alternate Method of Fastening the Single Step to Manhole Shell.

Independence Jct - West Salem Sec.

Willamina - Salem Hwy

Contract No. 6535

Approved for this project.

RECEIVED
APR 5 - 1965

FOR FILING
1111a
1935

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 1, 1965

SUBJECT: Page Paving Company Letter Re Railroad Track Inspection Work

To:
Mr. R. D. Asburry
Division Engineer
State Highway Department
Salem, Oregon

You are in receipt of a letter from Page Paving Company putting the State on record that they protest the amount of inspection work the Railroad company is using as protective services as the contractor must pay all costs over the limited amount of $7,000. The contractor is putting us on notice of this protest.

It will be necessary, therefore, for your Resident Engineer, Mr. Arthur Duffy, to pay particular attention to the inspection work being done so that we may be in a position to justify whatever action the State must take regarding collection of a possible overrun in the cost of railroad protective services.

F. D. Morgan
Construction Engineer

FDM:fp
cc L. P. Shaw

NOTED
F.B. KLABOE

RECEIVED
APR 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

PAGE PAVING COMPANY

GENERAL HIGHWAY CONSTRUCTION · · · · · · · · · · MAILING ADDRESS: P. O. BOX 2206, SALEM, OREGON - 97308

EMERSON B. PAGE, PRESIDENT
ARTHUR B. WOODS, VICE PRESIDENT
JEANNE B. PAGE, SEC.-TREAS

TELEPHONE: 585-2666

March 25, 1965

RECEIVED
MAR 23 1965
OFFICE OF
DIVISION ENGINEER

Resident Engineer
Oregon State Highway Department
P. O. Box 30
Salem, Oregon

RE: Independence Jct., West Salem Job

ATTENTION: Arthur Duffy

Gentlemen:

The utilities involved on the Independence Jct., West Salem Job working along the railroad track require inspection by the Southern Pacific Railroad. We go on record to state that the utilities working are beyond the scope of this contract, and will deny charges for the railroad protection required on their behalf. The utilities should share proportionately the expense of this inspection as required by the Southern Pacific Railroad.

Thank you.

NOTED
R. D. ASBURRY

Very truly yours,

PAGE PAVING COMPANY &
R.A. HEINTZ CONSTRUCTION CO.
Joint Venture

George Ledford

GL/kd
CC: A.W. Kilborn, Superintendent, Southern Pacific Railroad
Ted Litchfeld, Oregon Public Utilities

NOTED
J. G. CANFIELD

PAGE PAVING COMPANY

GENERAL HIGHWAY CONSTRUCTION ..... MAILING ADDRESS: P. O. BOX 2200, SALEM, OREGON - 97308

TELEPHONE: 585-2666

EMERSON B. PAGE, PRESIDENT
ARTHUR B. WOODS VICE PRESIDENT
JEANNE B. PAGE SEC.-TREAS

March 23, 1965

RECEIVED
MAR 23 1965
OFFICE OF
DIVISION ENGINEER

Resident Engineer
Oregon State Highway Department
P. O. Box 30
Salem, Oregon

R.: Independence Jct., West Salem Job

ATTENTION: Arthur Duffy

Gentlemen:

The delay in designing the concrete walls at station 1217+50 to 1222+10 on the right and station 1225+35 to 1232+50 on the left are causing us great concern.

Our original plan was to construct the walls simultaneously and our single wall operation is a greater expense as is the cost of the Railroad Protective Service due to the additional time required.

Consequently, we will seek additional compensation for the delay.

Very truly yours,

PAGE PAVING COMPANY &
F. A. HEINTZ CONSTRUCTION CO.
Joint Venture

George Ledford

GL/kd

NOTED
R. D. ASBURRY

PAGE PAVING COMPANY

GENERAL HIGHWAY CONSTRUCTION

MAILING ADDRESS: P. O. BOX 2203, SALEM, OREGON - 97308

TELEPHONE: 585-2666

EMERSON B. PAGE, PRESIDENT
ARTHUR B. WOODS, VICE PRESIDENT
JEANNE B. PAGE, SEC.-TREAS.

March 2?, 1965

RECEIVED
MAR 2 3 1965
OFFICE OF
DIVISION ENGINEER
SALEM

President Engineer
State Highway Department
P. O. Box 30
Salem, Oregon

ATTENTION: Arthur Duffy

RE: Independence Jct. West Salem Jct.
Contract #6535

Gentlemen:

In accordance on page 129 of the Special Provisions in the last two paragraphs it states,

"The State will bear the cost of Railroad protective services and devices up to the limited amount of $7,000.00. The cost of all Railroad protective services over and above this amount are Contractors responsibility and shall be borne by the Contractor.

The State will reimburse Railroads directly for all costs incurred by Railroad for protective services and devices. Cost of protective services and devices over and above the amount set in the preceding paragraph will be deducted from the progress or final payments made to the Contractor."

In accordance with the above two paragraphs of the Special Provisions, it will be necessary for the Contractor to ascertain the amount of charges which the Railroad makes. In order to facilitate this and it will be necessary for the Contractor to receive daily the charges made by the Railroad Company. Since the Contractor is eventually being charged for the services by the Railroad Company, we do not think that this is an undue request. This will serve as both a check to ourselves and to the Railroad Company as to the protective services being performed and charged.

This letter is to serve notice that unless information is made available as requested we will not consider these charges as our responsibility, otherwise, we will have to make our own determination as to services required.

NOTED
R. D. ASBURRY

Very truly yours,

PAGE PAVING COMPANY & R. A. Heintz Construction

Emerson B. Page, President

EBP/kd
CC: A.W. Kilborn, Sup't., Southern Pacific Railroad
Ted Litchfeld, Public Utilities Commissioner

RECEIVED
APR 8 - 1965
FOR FILING

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
G. J. LYON
ASSISTANT TO CHIEF ENGINEER
J. A. HOLMES
ASSISTANT TO CHIEF ENGINEER

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

6535

March 16, 1965

IN REPLY PLEASE REFER TO
913306/323
O-PD-WSM-60-29

NOTED
R. L. PORTER

Mr. F. D. Morgan
Construction Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

This refers to your letter of February 23 in connection with a construction and maintenance agreement on the Independence Jct.-West Salem Section of the Willamina-Salem Highway, involving our Falls City Branch between West Salem and Winona.

You and your Mr. James R. Kuhn discussed this with Mr. Kruttschnitt recently, at which time he explained to you why Southern Pacific is unwilling to accept title to its new right of way subject to utility easements. Your letter of February 23 also informed us that, in this case, you are able to clear out the existing utility easements.

Enclosed are duplicate counterparts of revised construction and maintenance agreement with a new Section 8 in line with our telephone conversation. Section 6 has also been revised in line with your letter of February 23 and the exhibit prints have been corrected.

If you now find the document satisfactory, please arrange for execution on behalf of the State and return both counterparts to us for further attention.

Yours very truly,

HM Williamson

Copies to:
RL Porter
LP Shan
LH Young
GE Rhode
WT Wright
PD Asbury
EJ Hall

Enc.

RECEIVED
APR 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIV.
MAR 18 1965
NOTED CE ACE ACE CCE

To Klaboe, as approved by Loss & Const. Div's 4-6-65

RECEIVED
JAN 29 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY,
WASCO
DAVID B. SIMPSON,
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 27, 1965

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Page Paving Company &
R. A. Heintz Construction Company
P. O. Box 2206
Salem, Oregon 97306

Gentlemen:

The State Highway Commission on January 27, 1965 awarded to you State Highway Contract No. 6535 for the following project:

Independence Junction-West Salem Section of the Willamina-Salem Highway, near Salem, in Polk County. Grading and paving.

This award was based on your low bid of $1,273,935.55 which was submitted to the Commission on January 12, 1965 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
JAN 25 1965
FOR FILING
37-111
1653

Cross Referenced to:
Adm
Petitions
Polk Co

January 22, 1965

Mr. and Mrs. Fred Meyer
Route 1, Box 802
Salem, Oregon

Dear Mr.and Mrs. Meyer:

This letter is being addressed to you as the first signers of a December 24 letter requesting that the Highway Department refrain from using a rock quarry situated adjacent to Gibson Road in Polk County.

It is not known at this time whether or not the quarry will be used. It was made available to the low bidder on the Independence Junction-West Salem Section and a check with the contractor indicates that he may or may not use this source. We have no other plans for removing rock from this area.

We would appreciate your passing this information on to the other signers of the letter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. Lloyd F. Shaw
Mr. Victor D. Wolfe

December 24, 1964

Superintendent
Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

We, the undersigned, wish to respectfully call to the attention of the Highway Department our feelings relative to the use of a State quarry site located in Polk County along Gibson Road. We have noticed of late that signs designating the quarry site have been placed along the roadside and are concerned that the State is planning to open this site.

This is a zoned area and is used for homes and farm purposes. We strongly feel that opening the quarry would be very harmful to property values in this area and would therefore request that this quarry site be not opened up for removal of the rock.

NAMES	ADDRESSES
Mr & Mrs. Fred Meyer	Rt 1 Box 802 Keizer, Ore.
Mr & Mrs Donald L. Meyer	Rt. 1, Box 800, Salem, Ore.
Melvin Wicker Jr.	Rt 1 Box 786 Salem
Mr & Mrs James B Peacock	Rt 1 Box 808 Salem
Mr & Mrs M.C. Sawyer	Rt 1 Box 784 Salem
Mr. and Mrs. L.E. Sawyer	Rt. 1 Box 798, Salem
~~Mr & Mrs~~ Kenneth R Vaughn	Rt 1 Box 810 Salem
Genevieve M Nicholson	Rt 1 Box 786.
Kenneth R. Vaughn	Rt 1 Box 810, Salem, Ore.

NOTED
L. PORTER

Rec'd 1-1-65

RECEIVED
DEC 17 1964
FOR FILING
27-1112
1625.0

December 16, 1964

Ray L. Houck Sons' Corporation
P. O. Box 671
Salem, Oregon

Gentlemen:

On December 15, 1964, the Commission considered your bid in the amount of $1,348,443.75 for grading and paving the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

After carefully considering the arguments presented by Mr. Paul Meyer, representing Page Paving Company and L. S. Matusek, and Mr. Tom Brand, representing your corporation, concerning certain alleged irregularities in bidding, the Commission felt that it would be in the best interest of the State to reject all bids for this project and so ordered.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fbm

cc R. L. Porter
F. D. Morgan
L. H. Young
R. G. Savage (5I AC)

RECEIVED
JAN 26 1965
FOR FILING

STATE HIGHWAY COMMISSION MEETING

Delegation

Date Dec. 15, 1964

Time

Independence Jc t-W. Salem Project Award
Bid letting 12-8-64

Name	City or Town	Capacity
Roy L. Houck	Salem	Roy L. Houck Sons' Corp
Thos. B. Brand	"	ATty. for "
Roy Houck, Jr.	"	"
Paul R. Meyer	Portland	Atty. for Page Paving & Matusek
Emerson Page	Portland	Page Paving Co.
Art Woods	"	"
L. S. Matusek	"	Contractor

NOTED
FLOYD QUERY

RECEIVED
DEC 17 1964
FOR FILING

December 16, 1964

Page Paving Company
and L. S. Matusek
P. O. Box 2206
Salem, Oregon

Gentlemen:

On December 15, 1964, the Commission considered your bid in the amount of $1,351,554.55 for grading and paving the Independence Junction-West Salem Section of the Willamina-Salem Highway in Polk County.

After carefully considering the arguments presented by Mr. Paul Meyer, representing your companies, and Mr. Tom Brand, representing Roy L. Houck Sons' Corporation, concerning certain alleged irregularities in bidding, the Commission felt that it would be in the best interest of the State to reject all bids for this project and so ordered.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FO:fm

cc R. L. Porter
F. D. Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
JAN 4 - 1965
FOR FILING

37 1112
U. I.

PAGE PAVING COMPANY - L. S. MATUSEK

Post Office Box 2206
Salem, Oregon

December 11, 1964

Oregon State Highway Commission
Salem, Oregon

Subject: Bids for Polk County Willamina-Salem Highway, Independence Jct.-West Salem Section; Grading, Paving and Signing

Bid Opening: December 8, 1964

Gentlemen:

The undersigned Page Paving Company-L. S. Matusek, with a bid of $1,351,554.55 are low bidders on the above job. Accordingly, we request award of the contract for said work in accordance with the bid invitation and statutes governing public procurement by competitive bidding.

We are informed that some consideration has been given to an award of the contract for this work to another bidder. We respectfully believe that the Commission is without authority under the law to make such other award in response to an obviously irregular bid.

We are advised that this other bid contains alterations substantially as follows:

On sheet #1 of the Bid Schedule, the bid for Item #1 (Clearing and Grubbing - All Specified Lump Sum) was originally typed in in words, "Eighteen thousand Dollars" and in numerals, "$18,000.00". These words and numerals were lined out. Under the stricken words "Eighteen thousand Dollars" was written in words, "Seventy thousand Dollars - Lump Sum", and some initials placed below. Above the stricken numerals $$18,000.00" were written the numerals "$78,000." This latter alteration was not initialed at all.

Typed on sheet #10, under the designation "Total Amount of Bid," was "$1,296,443.75." This number was lined out and under it written the numerals "1,356,443.75", with some initials underneath.

The bid proposal was signed on behalf of this bidder, a corporation, by both its president and secretary-treasurer. The initials appearing adjacent to two of the three alterations and corrections were obviously of one person only and not of both persons who were authorized to sign the bid proposal in the first instance on behalf of the corporation. We further understand that the alterations and corrections in the bid were in fact made by a person other than either the president or secretary-treasurer who signed the bid. We understand that this fact is one of common knowledge, and would assume that the Highway Commission is aware of it. If they are unaware of this fact, we believe they are now on notice of it and are obliged to verify this. We are further advised by the Commission that no certificate such as that referred to in ORS 279.724 was attached to the proposal. After consultation with our legal counsel, Kobin & Meyer, we believe that it would be improper and unlawful to accept this bid for the following reasons:

1. <u>This bid contains one alteration and correction not initialed at all and two other alterations and corrections not initialed by the person signing the proposal as required in the instructions to bidders.</u>

The instructions to bidders specifically indicate that a proposal shall be considered "irregular" and subject to rejection:

> "(3) If the proposal is incomplete or contains any unauthorized alteration.
>
> "(4) If the proposal contains any erasure or correction of a bidder's entry which is not initialed by the person or person signing the proposal.
>
> "(5) If the proposal is not in conformity to law."

In this bid the original bids for item #1 have been lined out indicating an intention that such bids are not intended nor applicable. One of the purported corrections and alterations has not been initialed at all. The other two have not

been initialed by the person signing the proposal as required.

The instructions to bidders provide on page 1:

> "All proposals must be made on the proposal form provided by the State Highway Department for the particular work upon which the proposal is made. The bidder must complete the proposal form in every detail, including all signatures, names, addresses, statements, and other information called for therein, and must set forth the prices on all bid items in the Bid Schedule as called for therein."

Pages 10 and 11 of this proposal indicate that the president and secretary of the bidding corporation together were authorized to execute the proposal on behalf of the corporation. Both these persons did not, however, concur in the alterations and corrections made on the bid schedule as required by the instructions to bidders. In fact, it appears from the information which is common knowledge that the alterations and corrections in the bid were made by a person other than either the president or secretary-treasurer of the corporation who signed the bid proposal.

2. Alterations in the bid were made without complying with the provisions of law.

ORS Chapter 279 deals generally with "Public Contracts and Purchasing." Included in the chapter are provisions relating to prequalification of bidders, bonds required for all public works and other statutes applicable to bidding procedures. ORS 279.710 to 279.746 specifically deals with "State Purchasing." Among these sections which deal with bidding procedures there is a specific provision dealing with the manner and method of dealing with bids containing erasures or alterations.

ORS 279.724(2)

"A bid shall be rejected if it contains any material alteration or erasure, unless, before the bid is submitted, each such alteration and erasure is initialed in ink or indelible pencil by the person signing the bid and a certificate in substantially the following form is signed by the person signing the bid and attached to the bid:

"I certify that I made and initialed, before I submitted the within bid, the following alterations and erasures in the within bid:
(Here set out each alteration and erasure, giving the page and line on which it is made, for example, "On line 10, page 3, '$38,000' was changed to '$28,000.'"

In this bid no initialing appeared with respect to one of the three alterations and the requisite initialing did not appear adjacent to the other two corrections, nor was the required certificate attached to the bid.

Although ORS 279.730 stated that "notwithstanding anything in ORS 279.710 to 279.746 to the contrary * * * [all contracts for construction of highways by the State Highway Commission] shall be advertised and let as now or hereafter provided by law therefor," the only other provision of the law specifically providing for Highway Commission procurement is ORS 366.405. That latter section specifies solely that "all contracts for * * * [highway construction be let] to the lowest and best responsible bidder, determined as a result of a call for competitive bids." Nowhere else in the statutes regulating the procurement of highway construction contracts is there provision made concerning the method of handling alterations or erasures in bids. Absent a specific statute contrary to ORS 279.724 dealing with highway construction contracts, it is clear that legislative policy was to make that section applicable to Highway Commission bidding practices.

3. This other bid is not the lowest responsive bid.

A. The manifest intention of the bidder was to bid $1,356,443.75 by adding $60,000 both to the original bid item #1 and to the original total contract price.

Item #1 on the bid was originally written both in words and numerals at $18,000. The total bid price accurately confirmed and reflected this $18,000 bid item. Subsequently, this bid was altered to increase both item #1 and, therefore, the total bid price by $60,000. The alteration in the numerals of bid item #1 and in the numerals of the total clearly reflects this intention. Insofar as there is a conflict between the written words for bid item #1 and the numerals for bid item #1 the only evidence ascertainable from the bid proposal itself as to which figure was intended is the extended total bid price appearing on sheet 10. This internal check and manifestation of the bidder's intent makes it obvious that the bidder intended a bid of $78,000 for item #1 and that the words "Seventy thousand Dollars" constitute a mistake and do not reflect the bidder's intention. We understand that this bidder had made no contention to the contrary.

The Oregon statutes governing this situation specifically direct that, "In the construction of an instrument the intention of the parties is to be pursued as possible * * *" (ORS 42.240). These general rules of construction of this instrument indicate an intended bid price for item #1 of $78,000.

B. The provisions of the instructions to bidders entitled "conflicting bid prices" apply only to unit price items and not to lump-sum bids.

The rules of construction set forth in that paragraph of the instructions to bidders upon examination are designed to apply solely to problems arising in conflicts relating to unit price items. It is intended to fashion rules of construction to determine which portion of a bid governs when there has been a mathematical error in the multiplication of unit prices times units to obtain a total price for an item. It provides for the following situations:

1. The bid item in words differs from the bid item in numerals and the extended price agrees with one of them. In such instance this paragraph instructs that the one which is confirmed by the extension be considered the intended bid item.

If this paragraphs on conflicting bid prices applies at all to lump-sum items, then it is this first sentence and this situation which is applicable to this bid. The extension in this case is the total bid price. This extension confirms the numeral bid item, $78,000 and not the written figures of Seventy thousand Dollars. Thus, if this paragraph applies at all, it compels the construction that the numerals "$78,000" is the intended bid for item #1.

2. Neither the written nor the numeral bid item checks with the multiplication extension or no extension is shown whatsoever. In this case, the words rather than the numerals govern. This sentence is inapplicable to the irregular bid with which we are dealing.

3. The case of conflict between a bid price and the corresponding extended amount, the bid price governs. In this case there is no corresponding extended amount because it is a lump-sum item, except as the extended amount be deemed the total price of the bid. That is the only "extension" of item #1.

4. Public policy precludes correcting a mistake in bid to displace an otherwise low bid.

The policy behind requiring strict adherence to form in competitive bidding practices is intended for the salutary purpose of preventing a bidder by hindsight juggling of intention either to obtain an award or to avoid what might in retrospect appear to be an improvidently low bid. This strict adherence should be scrupulously followed where the confusion is found in an attempt to alter a bid item such as clearing and grubbing, where bidding practices of contractors result in wide disparities.

For example, suppose the irregular bidder in this case had written in words for item #1, "Fifty Thousand Dollars" and in numerals "$500,000," and further that the total bid price reflected the $500,000 used for item #1. There is little doubt that such bidder would be permitted to show that its actually intended bid was $500,000, and that it could not be obliged to accept a total contract in an amount $450,000 less than its intended bid.

Rushlight Co. v. City of Portland (1950) 189 Or. 194

Highway Com. v. State Construction Co. (1955) 203 Or. 414

Under federal procurement, where the principles applicable to mistakes in bid have been refined, a mistaken bid not appearing as a patent error on the face of the bid itself, may not be corrected where such correction would displace one or more lower acceptable bids. See Federal Procurement Regulations, 1-2.406.3(a)2. Even the instructions to bidders in this situation reserves to the Highway Commission solely the right to"correct patent errors."

The irregular bid in this case is not a patent error, except as the numeral figure $78,000 is confirmed by the extended total bid price. There is no way from the bid proposal itself to determine what bid was intended by the bidder. Even assuming that extrinsic evidence could be furnished to substantiate what the actual intended bid was, proper bidding practices would not permit such extrinsic evidence to cause such irregular bid to displace an otherwise lower acceptable bid. The reason for such rule is simple: If the rule were otherwise, a bidder would have a choice whether he wished to place himself in the position of being low bidder or sit back and let the contract be awarded to another person. This is precisely the type of hindsight bidding which is totally inconsistent with open competitive bidding practices.

CONCLUSION

The other bid in this situation is an irregular bid. Under both the policies of the state a s expressed in its statutes and the policy of the Commission as expressed in its instructions to bidders, there are several reasons why the irregular bid in this situation cannot properly be accepted. The irregularity is doubly compounded as it consists of an improper alteration and correction not made procedurally as required and an alteration and correction which is conflicting as a substantive matter.

For the foregoing reasons, we respectfully urge that a contract for the above-described work be awarded to the undersigned lowest and best responsible responsive bidder.

Respectfully submitted,

PAGE PAVING COMPANY-L. S. MATUSEK

PAGE PAVING COMPANY

By Emm O. Page, PRES.

L. S. Matusek

L. S. MATUSEK Partner

cc: Mr. G. E. Rohde
Assistant Attorney General and
Chief Counsel for the State
Highway Commission
Salem, Oregon

MISC. CONTRACTS and AGREEMENTS No. 2750

RECEIVED
DEC 21 1964

FOR FILING

27-VII-2

6-35

Salem, Oregon
December 1, 1964

Agenda Item 4-M

Supplemental Throughway Agreement
Independence Jct. - West Salem Section
Willamina-Salem Hwy.

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of a supplemental throughway agreement with Polk County covering the Independence Junction-West Salem Section of the Willamina-Salem Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Polk County.

Secretary

rn
Attach: 1

RECEIVED
DEC 7 - 1964

S-2706

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94105

ASSISTANT CHIEF ENGINEER
C. J. LYON
ASSISTANT TO CHIEF ENGINEER

December 1, 1964

W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. F. DULLY
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

IN REPLY PLEASE REFER TO

913306/323
O-PD-WSM-60-29

NOTED
R. L PORTER

Mr. F. D. Morgan
Assistant Chief Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

This refers to your letter of November 17, marked to the attention of Mr. E. A. Kendrew in Portland, with which you furnished plans and contract special provisions in connection with a project involving our Falls City Branch between West Salem and Winona.

One copy of each of these documents are returned herewith indicating the approval of our Assistant Chief Engineer.

The usual type of construction and maintenance agreement is now in the course of preparation and we expect to send it to you for execution within the next few days.

As you know, the construction of this project will require that the State obtain from Southern Pacific easements for highway purposes on two long narrow strips. We have never received the State's offer of compensation for these rights of way, and in order to bring the matter to an early conclusion, we would appreciate receiving this as soon as possible. In order to comply with your construction schedules, it will obviously be impossible to conclude these negotiations within the time available. We therefore propose to tender to the State our usual type of right of entry agreement which will give the State the right to occupy those portions of Southern Pacific right of way not specifically covered in the construction agreement.

Very truly yours,

H. C. Williamson
F.

Attachs.

RECEIVED
DEC 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Copies to:
R Nielsen
L P Shaw
L H Young
I D Nelson
J T Williams
R D Nesbett
E J Hall
F W Sackett
G E Rhoul
12-3-64

Approved plans & specs are on file in my office
I

RECEIVED
NOV 20 1964
FOR FILING

27-1112
6-V30

November 19, 1964

Oregon State Highway Commission

Gentlemen:

The State of Oregon and Polk County entered into an agreement dated August 27, 1964, relating to construction of a throughway on the Independence Junction-West Salem Section of the Willamina-Salem Highway, State Primary No. 30. This agreement provided for closure of certain streets and roads which are under the jurisdiction and control of the County.

One of the streets to be closed under the August 27 agreement was Spring Street in the plat of Eola. Spring Street is unimproved and its closure was agreed to by the County. Since that action was taken, owners of property abutting Spring Street have indicated their need to have the street remain open and have also indicated development has been planned requiring use of Spring Street as a connection to the highway.

There will be presented at the November 24 Commission meeting a supplemental agreement which, in effect, will delete the closure of Spring Street and provide that any physical connection to the highway will be made at the expense of others.

Your favorable consideration of this matter is recommended and your authorization for the Secretary to sign the agreement for and on behalf of the Commission is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe

H. S. Cox
R. D. Asburry

LPS:ajw bbc

RECEIVED
NOV 16 1964
city of

SALEM, OREGON

TELEPHONE (503) 364-3341 • ZIP CODE 97301

November 12, 1964

REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Cooper:

The City of Salem would like to thank you very much for the excess fill dirt disposal on the City's property at the Edgewater parkway. This is a wonderful gesture by the State Highway Department and will be a major step toward beautification of the West Salem entryway to the City.

On behalf of the City Council, myself and the entire staff, we would like to thank you very much for your most generous inclusion of our property as the disposal site for the dirt from the Highway construction project.

Sincerely,

Douglas W. Ayres
City Manager

DWA:b

cc: Governor Mark O. Hatfield

RECEIVED
NOV 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

RECEIVED
NOV 13 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 27, 1964

Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

Attention: Mr. J. V. Mulcahy

Gentlemen:

RE: BPA Anchor Adjustment
Independence Jct.-West Salem Section
Willamina-Salem Highway
Polk County
Your File: Salem-Albany Line
Tract No. SA-23

Your estimate for the adjustment of the guys on the highway side of structures 4/4 and 4/5, as submitted with your letters of September 16, 1964 and October 16, 1964, has been approved by the State. You are hereby authorized to proceed with this work as of October 27, 1964.

Reimbursement for work performed subsequent to October 27, 1964 will be made subject to the provisions of PPM 30-4 and all supplements thereto upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

We will expect you to prepare a crossing agreement as you outlined in your letter of September 16, 1964.

Very truly yours,

NOTED
LLOYD P. SHAW

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:fp
cc L. P. Shaw
L. H. Young (2)
C. H. Maison
R. D. Asburry
E. J. Hall
F. T. Lacey
F, W. Sugnet

RECEIVED
OCT 28 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 21 1964
FOR FILING

CITY OF SALEM OREGON

SALEM, OREGON

TELEPHONE (503) 364-3341 • ZIP CODE 97301

September 16, 1964

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am enclosing herewith, for your files, a copy of City of Salem Resolution No. 8741, which authorizes an agreement granting to the State of Oregon for an easement for a two year period to dispose of waste material on city-owned property lying between Edgewater Street and the Salem-Willamina Highway, NW.

This resolution was adopted by the Council at its September 14, 1964 meeting.

Very truly yours,

Betty J. Marsh
City Recorder

Enclosure 1

NOTED
LLOYD P. SHAW

original To Barbee
9-21-64

OREGON'S CAPITAL

6741

/s/ Betty J. Marsh

RECEIVED
SEP 11 1964
FOR FILING

107-1113
Wis 33

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 8, 1964

SUBJECT: Easement Form
Waste Disposal
West Salem Area

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer
O f f i c e

Your letter of September 1 to W. T. Wright requested approval of a form to be used by the City of Salem in granting the State the right to dispose of waste materials along the Independence Junction-West Salem Section of the Willamina-Salem Highway.

The form is our usual form which has been approved for use in these cases and therefore is acceptable. We did, however, change the recital as to consideration which we believe better conforms with your intent. The form as presented indicated that the consideration was of mutual benefits that would accrue indicating that both the State and the City would be benefited by this work. Where a mutual benefit is specified generally indicates an obligation by both parties which in this case would place an obligation upon the State to dispose of materials in this area. We are assuming that in most cases the State wishes to purchase the right to dispose but not the responsibility or obligation. We therefore have corrected the form to provide that the consideration is a monetary consideration of $1.00 plus the benefits that the City acknowledged that will accrue to their land. This places no obligation upon the State to dispose of any material but merely grants them this privilege.

G. E. ROHDE
Assistant Counsel

GER:ks

RECEIVED
SEP 11 1964
OFFICE OF
STATE HIGHWAY ENGINEER

copy to Cox
9-11-64

Salem, Oregon
September 1, 1964

Mr. W. T. Wright
Right of Way Engineer

Easement Form
Waste Disposal
West Salem Area

R. M. Allison has been in contact with the City of Salem in regard to possible improvement of several low areas on, and adjacent to, State right of way along the Independence Junction-West Salem Section of the Willamina-Salem Highway. The City of Salem has title to part of the area on which material could be placed and has offered to permit use of the land for that purpose.

Mr. Allison has prepared a suggested form of easement which may be used by the City. Will you please examine this form and advise me of your findings. If it is found satisfactory, it will be used in conjunction with the Independence Junction-West Salem project.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

FORM E-80 80M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26, 1964

SUBJECT: Independence Junction-West Salem Section
Willamina-Salem Highway
Polk County

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer
O F F I C E

The City of Salem has forwarded a large map of the Edgewater Street area through which the state has plans for wasting material from subject grading project. A copy of the yardages tabulations through this area is attached.

The City of Salem was contacted this date and an easement to dispose of waste material on city property was requested. It was further requested that similar permits be obtained for those portions of private property involved within the embankment limits.

A suggested form of easement to dispose of waste materials is attached. If this form is approved, a copy will be furnished the City of Salem for use as a guide.

The map referred to above will be delivered to the Design Section for such incorporation in the plans for subject section as may be required.

R. M. Allison, Field Engineer
County and City Division

RMA:mm
Att.

cc: F. D. Morgan
R. D. Asburry
Frank Hall

RECEIVED
AUG 31 1964
OFFICE OF
STATE HIGHWAY ENGINEER

(draft, 8/26/64
(RMA:mm

EASEMENT TO DISPOSE OF WASTE MATERIALS

KNOW ALL MEN BY THESE PRESENTS, that _____

_____,

in consideration of mutual benefits that will accrue, have granted and do hereby grant to the State of Oregon, by and through its State Highway Commission, an easement for a period of two years from the date hereof, to dispose of waste materials not needed for highway construction and maintenance, upon the following described parcel of land to wit:

It is expressly understood that this easement does not convey any right, title, or interest in the said real property, except the right herein expressly stated, nor to prevent the Grantors from the full use of the area for purposes not inconsistent with this easement; and it is further understood and agreed that the State of Oregon, by and through its State Highway Commission, shall never be required to remove the dirt or other materials placed by it on said property, nor shall the State of Oregon be subject to any claim for loss, injury or damages by reason of the disposition of waste materials upon the property herein described.

And we, the said Grantors, do hereby covenant to and with the State of Oregon, by and through its State Highway Commission, its successors and assigns, that we are the owners in fee simple of said premises; that they are free from all encumbrances and that we will warrant and defend

the easement herein granted from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 1964.

DONE IN THE PRESENCE OF:

_____ _____(SEAL)

_____

_____(SEAL)

STATE OF OREGON,)
) ss.
County of _____)

On this _____ day of _____, 1964, personally came before me a Notary Public in and for said county and state, the within named _____, to me personally known to be the identical persons described in and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

_____
Notary Public for Oregon

My commission expires:_____

August 17, 1964

FILL MATERIAL REQUIRED FOR PROPERTY ON THE SOUTH SIDE OF EDGEWATER STREET BETWEEN WALLACE ROAD AND ROSEMONT AVENUE.

0 + 00 = West curb line Wallace Road - 40 + 00 = Center line Rosemont Avenue

	Public Property	Private Property
3 + 00 to 10 + 60	13,942.0 c.y.	
10 + 60 to 11 + 00		450.0 c.y.
12 + 50 to 13 + 50		543.0 c.y.
21 + 75 to 24 + 15	2,857.8 c.y.	
24 + 15 to 27 + 50		3,787.1 c.y.
31 + 50 to 32 + 90	2,008.6 c.y.	
32 + 90 to 34 + 20		1,340.1 c.y.
34 + 20 to 38 + 00	7,709.6 c.y.	
TOTALS	26,518.0 c.y.	6,120.2 c.y.
GRAND TOTAL	32,638.2 c.y.	

RECEIVED
SEP 4 - 1964
FOR FILING

37-4162

September 4, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Independence Junction-East
Salem Section
Willamina-Salem Highway
Polk County

Dear Sir:

By letter of August 17, your approval was requested for wasting approximately 35,000 yards of excess material between Kingwood Drive and Wallace Road. We would expect to place this material on City-owned property and highway right of way. The idea is to achieve a gentle slope from the highway subgrade to Edgewater Street so that landscaping can be accomplished.

In a telephone conversation with Mr. Martin of your staff, it was requested that a map be sent to you showing the areas where this encroachment for slope revision would occur. Such a map is attached.

Your early consideration is requested so that our plans and specifications can be prepared accordingly. We presume this will be on a September letting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

Attachment

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
DNS:jp: mjw

RECEIVED
SEP.2 - 1964
FOR FILING
27 1112
A. W. KILBORN
(SUPERINTENDENT
6 3 2

Southern Pacific Company

UNION STATION, PORTLAND, OREGON 97209

IN REPLY PLEASE REFER TO

August 27, 1964

323-3
O-FD-WSM-60-29

Mr. F. D. Morgan
Construction Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. T. W. Litchfield
Utilities Liaison Engineer

Dear Sir:

Referring to previous correspondence relative to railroad encroachment on the Independence Junction-West Salem section of Willamina-Salem Highway in Polk County near West Salem.

We have now been informed that Western Union Company intends to abandon western union lines from Salem to Gerlinger MP 718 to 729. Therefore, will not need to provide for relocation of pole line facilities in connection with highway relocation on railroad line change.

Yours truly,

A W Kilborn

COPIES TO:
L P SHAN
F D MORGAN
R D ASBURY
J N HERSHBERGER
8-31-64
E

RECEIVED
SEP 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
RECEIVED
AUG 1964
NOTED-

RECEIVED
AUG 28 1964
FOR FILING

August 27, 1964

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the August 27 meeting as an NOA item will be a throughway agreement with Polk County pertaining to the Independence Junction-West Salem Section of the Willamina-Salem Highway No. 30.

The agreement provides for construction of various frontage roads so as to connect the throughway with existing county roads and for closure of various county roads where they presently connect to the throughway.

Upon completion of the project, the County will assume maintenance, jurisdiction, and control of these frontage roads and State's right, title, and interest shall pass to them.

Your approval and authorization for the Secretary's certification are recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox
W. T. Wright
C. H. Maison

County-City: bbc

RECEIVED
AUG 31 1964
FOR FILING

Salem, Oregon
August 25, 1964

Mr. H. S. Cox
County and City Engineer

Independence Junction-
West Salem
Willamina-Salem Highway
Polk County

We are requesting Bureau of Public Roads approval to haul waste material from the subject project to low areas in the West Salem vicinity. This matter has been investigated by your people and now should be carried to the City as a request for a permit of entry to allow embankments to be placed if BPR concurrence is obtained.

Please proceed with this matter at once.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

RECEIVED
AUG 20 1964
FOREIGN

August 17, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Subject: Independence Junction-
West Salem Section
Willamina-Salem Highway
Polk County

Dear Sir:

It is anticipated we will have approximately 35,000 yards of excess material on the subject section which could be used to advantage between Kingwood Drive and Wallace Road.

There are several places where the fill slopes could be flattened, holes filled, and, in general, greatly improve both the appearance and safety of this section. The City has acquired the major portion of the property involved outside our right-of-way and seems agreeable to securing any necessary easements for filling on other properties.

Our two previous construction jobs on which these steep slopes, holes, and irregular sections exist were borrow jobs, and now that we have excess materials, we believe we should do what we can to shape up this main entrance into the State capital. We propose that this work be included in the coming contract.

Your early consideration is requested so that our plans and specifications can be prepared accordingly. We presume this will be on a September letting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. D. Morgan
R. D. Asburry
L. H. Young
C. H. Maison

ADO:jp bbc

FORM E-20 SOH 2-63 49807

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1964

SUBJECT: Waste Area - West Salem
Independence Jct.-West Salem Section
Willamina-Salem Highway

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer
D e p a r t m e n t

Reference is made to your June 3 letter instructing that an investigation be made to determine the possibility of utilizing the Salem Electric Company property, which is located just westerly of the Marion Street Bridge between Edgewater Street and the Willamina-Salem Highway in West Salem, as a waste area on the subject project.

The City of Salem is in the process of securing title to this property. Before contacting them a determination is being made by Chief Designer Frank Hall to determine the anticipated excess yardage. At one time there was to be approximately 32,000 cubic yards of excess but redesign of the Independence Junction may eliminate this in its entirety. After Hall has completed his determination, the City of Salem will be contacted. This should not be done until we are certain of what might be available to waste in this area.

R. D. Asburry
Division Engineer
By

G. W. Wimer
Assistant Division Engineer

GWW:AM
cc Mr. Frank Hall
Mr. Robert Allison

Salem, Oregon
June 3, 1964

Mr. R. D. Asburry
Division Engineer
B u i l d i n g

Waste Area - West Salem
Independence Junction-West
Salem Section
Independence Highway

Attached is a copy of R. M. Allison's report on the Salem Electric property.

Will you please investigate the possibility that this might be used as a waste area on the subject project. Please advise me of your findings.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

MEMO TO THE FILES
5/13/64

Landscaping Project, Edgewater Parkway
West Salem Section
Willamina-Salem Highway
City of Salem

At the instigation of Mr. Porter, the property exchange between City of Salem and Salem Electric was investigated to determine the usage which City of Salem planned for the land it is acquiring between Edgewater Street in West Salem and the state highway right-of-way (see attached map).

City Manager Ayres was contacted and indicated that the City intended to landscape the entire area abutting the state highway right-of-way and Edgewater Street between Rosemont Avenue and Wallace Road. A long term program will be required and those buildings within the area which are pleasing in appearance will not be acquired. The property to be acquired from Salem Electric lies within the aforementioned strip.

Mr. Charles W. Gale, Regional Parks Director for the City of Salem, came to this office and explained the general direction the project would take. Mr. Gale brought a map of the area and from that can be determined the property the City hopes to acquire. The map is on file in this office.

The strip under discussion is an unsightly gully which will require considerable fill to provide a pleasing slope between Edgewater Street and the West Salem parkway. Mr. Porter has offered to provide excess material from the Jefferson Junction-West Salem Section of the Willamina-Salem Highway when, and only when, the City of Salem has secured clear title to the Salem Electric property now under consideration. The Independence Junction-West Salem project is currently scheduled for the September 1, 1964 letting.

Public Works Director Van Wormer of the City of Salem has been contacted concerning cross section through the area to be landscaped. As of this date none have been found but the City's files are being searched and we will be informed of the results.

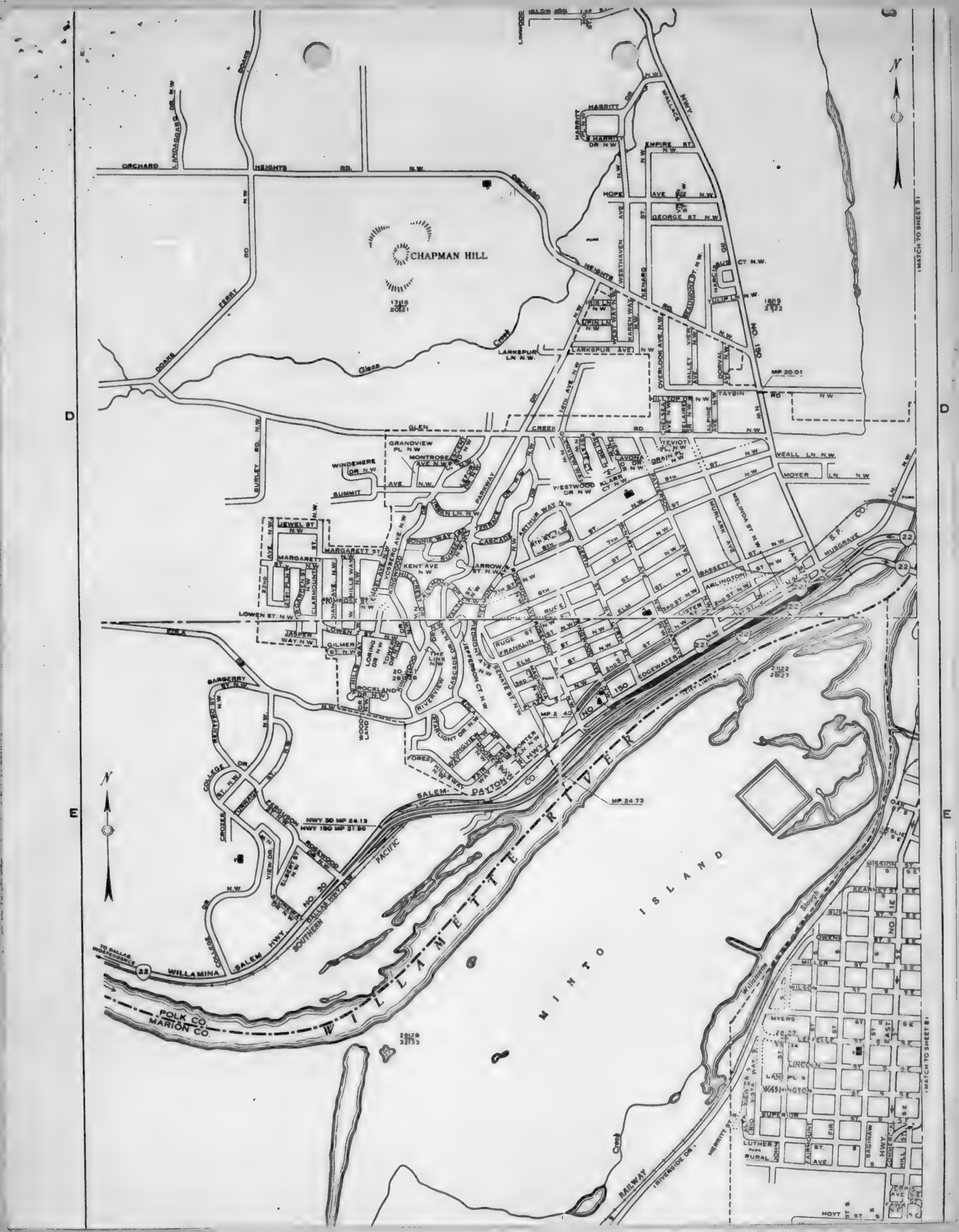
There are some manholes and connections in the area but these have been well tied to firm landmarks and can be dug out and adjusted to the final grade after the fill is in place.

As of this date, State has offered to provide fill when and if City of Salem and Salem Electric conclude their property negotiations - provided this is accomplished prior to writing the specifications for the Independence Junction-West Salem Section. Contact will be maintained with the City to determine status of negotiations and any other developments. City is interested in controlling placing of excess material within the area to be landscaped.

This work can probably best be coordinated through Mr. Gale of the City of Salem and Mr. Astrup of the Construction Division.

R. M. Allison, Field Engineer
County and City Division

RMA:mm
cc: R. L. Porter & F. D. Morgan


CHAPMAN HILL
ORCHARD HEIGHTS RD. N.W.
FOREST RD. N.W.
Glass Creek
LARKSPUR LN. N.W.
LARKSPUR AVE. N.W.
GLEN CREEK RD. N.W.
GRANDVIEW PL. N.W.
WINDEMERE DR. N.W.
SUMMIT AVE. N.W.
BURLEY RD. N.W.
HARRITT DR. N.W.
WALLACE HWY.
EMPIRE ST. N.W.
HOPE AVE. N.W.
GEORGE ST. N.W.
WESTHAVEN DR. N.W.
KENARD DR. N.W.
KAREN WAY N.W.
OVERLOOK AVE. N.W.
VALLEY VIEW AVE. N.W.
DORVAL AVE. N.W.
TULIP LN. N.W.
HILLTOP DR. N.W.
TAYLOR RD. N.W.
CHELSEA AVE. N.W.
ELAINE AVE. N.W.
ALPINE AVE. N.W.
TEVIOT PL. N.W.
LAVONA DR. N.W.
WESTWOOD DR. N.W.
KLAMM CT. N.W.
WEALL LN. N.W.
MOYER LN. N.W.
PARKWAY DR. N.W.
CASCADE DR. N.W.
ARTHUR WAY N.W.
DONNIE WAY N.W.
KENT AVE N.W.
ARROW ST. N.W.
JEWEL ST. N.W.
MARGARETT ST.
CLARMOUNT ST. N.W.
ROSE ST. N.W.
LOWEN ST. N.W.
JASPEN WAY N.W.
GILMER ST. N.W.
LORING DR. N.W.
ROCKLAND DR. N.W.
WOODLAND DR. N.W.
RIVERVIEW DR. N.W.
JEFFERSON CT. N.W.
JEFFERSON AVE. N.W.
FERRY ST. N.W.
STARLIGHT DR. N.W.
LONGVIEW DR. N.W.
FOREST WILD WAY
TAN WAY
PORTER DR. N.W.
BARBERRY ST. N.W.
COLLEGE DR. N.W.
CROZER ST. N.W.
FERGUSON AVE. N.W.
VIEW DR. N.W.
ELBERT ST. N.W.
ROOSEVELT DR. N.W.
HWY 99 MP 24.13
HWY 180 MP 21.55
SALEM-DAYTON CO.
PACIFIC HWY. SOUTHERN
COLLEGE
SALEM HWY.
TO DALLAS INDEPENDENCE
22 WILLAMINA
POLK CO.
MARION CO.
WILLAMETTE RIVER
MP 24.73
MINTO ISLAND
Slough
Willamette
Creek
RAILWAY
RIVERSIDE DR.
MERRITT
MP 20.01
NO. 150
NO. 99
NO. 30
NO. 221
NO. 22
EDGEWATER
ARLINGTON
BASSETT
MURLARK AVE.
MELINDA ST. N.W.
MUSGRAVE
S.P. CO.
RUGE
FRANKLIN
ELM
LISTER
MISSION
KANEY ST.
OWENS
MILLER
WILSON
MYERS
LEE
LINCOLN
WASHINGTON
SUPERIOR
LUTHER
RURAL
COMMERCIAL
HWY.
SAGINAW
FAIRGROUNDS
MOYT
TERRIS AVE.
CITY LIMITS
MATCH TO SHEET 81
MATCH TO SHEET 81
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RECEIVED
AUG 28 1964

FORM E-30X—50M—12-63 54677
FOR FILING
37-112
1
G 3.3c

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 12, 1964

SUBJECT: SXF - 195 and Pux 437
West Salem Service Road Grade Crossing
Independence Jct.-W. Salem Section
Willamina-Salem Highway
Polk County

To: Mr. L. I. Lindas
Chief Counsel
BUILDING

ATTENTION: Mr. J. N. Hershberger

On July 14, 1961, the Public Utility Commissioner issued Order #37939 which dismissed and closed the above-captioned Petition for a grade crossing of the tracks and right of way of the Southern Pacific Company by a service road on this section of the Willamina-Salem Highway.

We intend to open bids for this project in September of this year and, therefore, we must re-apply to the Public Utility Commissioner for a crossing at the same location as originally described in Pux 437.

Herewith you will find your file in which is included Pux 437. The Petition as written is satisfactory with the following changes:

1. Paragraph V -- The annual average daily traffic using the service road will remain at 30 vehicles. The railroad in this area has no scheduled train movements and the tracks are used only for storage purposes.

2. Paragraph VI -- The grade of the road approaching the railroad tracks from the north is a descending grade of 5.9% and the grade proceeding south from the tracks is a descending grade of 3.74%.

3. Paragraph VIII -- THINGS TO BE DONE BY STATE:

(a) The words "service road" should be striken and "crossing" substituted therefor.

(d) The words "including that portion between the rails of both tracks" should be striken since gumwood plank crossings are to be installed on both tracks.

4. Paragraph VIII - THINGS TO BE DONE BY RAILROAD COMPANY:

"Subject to reimbursement under Federal regulations:" should be numbered "1".

(b) This paragraph should be deleted since there are no signal or communication lines involved on this project.

(d) and (e) These paragraphs should be changed to read:

"2. At its own cost and expense:

(a) Provide and install preservative treated ties, rails, ballast and gumwood plank crossings for both tracks.

(b) ~~At its own cost and expense~~ Maintain the railroad ties, rails, ballast, signs, plank crossings, and other railroad facilities after construction of the project."

Other things which have been noted but not set forth in the Petition are:

(1) No access to the highway is to be allowed from the existing private crossings at railroad stations 600+90 and 613+20.

(2) The Columbia River Paper Company spur has been removed and is no longer in existence.

Attached you will find one print of the vicinity map and profile as revised on July 27, 1964. You have 13 other prints which were handed to you previously for your use. Please prepare the necessary Petition to the Public Utility Commissioner.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TW L:bjm
Attachment

cc: L. P. Shaw

AUG 25 1964
OFFICE OF
STATE HIGHWAY ENGINEER

477 Cottage Street, N.E.
Salem, Oregon - 97301

July 31, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

08-35.4-DB

By: M. E. Martin
District Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project F-322(7), Independence Junction-West Salem Section
Willamina to Salem Highway
Plan-in-Hand Inspection - Preliminary Plans issued 7-29-64

A plan-in-hand inspection was made on subject project on July 29, 1964. The inspection was made by the following people: George C. Wills, Rural Design Engineer, R. D. Asbury, Division II Engineer, E. J. Hall, Resident Engineer, OSHD, and C. K. Hossner, Area Engineer, BPR.

The following comments and recommendations are being submitted for your consideration. These items were generally discussed and agreed upon during the inspection:

1. Several existing utility lines are located in the vicinity of the Independence Junction and are not shown on the preliminary plans. Those not shown include a transmission line crossing of the Willamina-Salem Highway in the vicinity of Sta. 1084, a service line located southerly and parallel to the Willamina-Salem highway from the beginning of the project to a junction with the utility line shown on the right at Sta. 1084, and a service line that is located westerly of the existing county road, which runs northerly from the Independence Junction.

2. Approximately 250 feet of guardrail is located within the island area of the existing Independence Junction. This should be noted on the plan with salvage to be by others.

3. A note on the plan opposite Sta. 1142 indicates that construction of the scale pit, house foundation, and paved approach will be performed by extra work. It appears that this notation is erroneous in that this work is normally performed by maintenance forces. The note should therefore be changed to be performed by others.

original To Morgan cc Young 8-5-64

4. The plan does not provide for salvage of the existing guardrail at the Holman Park parking area, Station 1181. The plan should indicate that this 260-feet of guardrail will be salvaged by others.

5. The plans or Special Provisions should indicate that the existing retaining wall in the vicinity of Station 1193 is to be removed under the clearing and grubbing item.

NOTED
LLOYD P. SHAW

MORE

6. Provide for rock inlay left between Stations 1193 and 1199. A typical section should be provided to show the detail of this work.

7. Same comment as No. 6, for rock inlay to be placed on left side of roadway between Stations 1215+00 and 1217+50.

8. Eliminate catch inlet on easterly side of College Drive in the vicinity of Station 1252+50. This will eliminate the necessity of the 8-inch connecting pipe to the catch inlet on the westerly side of College Drive. There is no apparent need for this additional inlet.

9. Provide for removal of existing State scale house, the scales, and demolition of the scale pit located left of Station 1255+25. It is assumed that the house and scale will be removed by maintenance forces with demolition of the scale pit to be accomplished by the contractor under the clearing and grubbing item.

10. Provide for salvaging and reinstalling approximately 500 feet of existing guardrail, located on the right side of the roadway between approximate Stations 1269 and 1274. This rail was installed along the temporary connection under the previous Federal-aid project and will have to be realigned to fit the new improvement.

11. Immediate steps should be taken to provide for the adjustment of the existing utility lines which are in conflict with the proposed construction project. Expeditious handling of the utility adjustments will prevent future conflict between the utility companies and the construction contractor.

12. A field inspection should be made to determine if the drainage being collected by catch basins along the northerly side of the roadway and drained southerly across the roadway in concentrated amount will have any adverse effects on adjacent property. It may be necessary to provide drainage easements in some cases where an excessive amount of water is deposited in unnatural drainage areas.

Your consideration of these comments and recommendations for future incorporation in the final plans and specifications will be appreciated.

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
REVISED PROJECT BASE DESIGN

Section INDEPENDENCE JCT - WEST SALEM Highway WILLAMINA - SALEM (FA 47) County POLK Prefix 27-B

Res. Engr. _____ Approx. Length _____ Miles. Sta. 1090+ to Sta. 1273+50+ Date 7-15-58

Truck A.D.T. 561 Traffic Coefficient 9.6 18 kip s.a. par day 393.8.

Annual Precipitation 41"± Frost Penetration - - - - -.

(1)
Typical Soil

33	LL
12	PI
100	%P 10
93	%P200
0	%Gravel
0	%C Sand
7	%F Sand
69	%Silt
24	%Clay
12	"R" Value (Corrected)

AASHO CLASSIFICATION:
A-6 (9)

MATERIAL SOURCES:
To be determined by the Engineer.

NOTE:
The thickness of A.C. overlay recommendations determined by deflection tests.

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

NEW WORK & WIDENING

1½" of A.C. (Final).
3½" of A.C. (Immediate).
3" of Plant Mix Bituminous Base.
15" of crushed base.

EXISTING ROADWAY (Sta. 1250+ to 1273+50+)

1½" minimum A.C. overlay.
Where necessary - variable depths of PMBB for leveling.

EXISTING ROADWAY Sta. 1090+ to 1250+

IN PLACE
5"± A.C. or Oil
8"-10"± Base

(1)
Clayey Silt

OTHER ROADS	T.C.	WEAR. SURF.	LEVEL	BASE
BPA Substation Driveway West & FR Line 6	7.7	3" A.C.	2"	16"
Doakes Ferry Rd & Holman Park Access Rd & Parking Area	5.5	2" A.C.	2"	11"
FR 1, 2, 3, 4, 5, & Approach Rds	3.7	½" O-30	2"	9"

	CBZ Total Req.	Credit	Actual Depth	Remarks
NEW WORK & WIDENING				
		3	1½	AC-Final
		7	3½	AC-Immed.
		4½	3	PMBB
		15	15	Cr Base
	29½	29½	23	
OVER EXISTING ROADWAY SECTION	XXXXXX	XXXX	XXXX	XXXXXXXXXX

Submitted by H. T. Yerkovich
Staff Assistant

Recommended by _____
Engineer of Materials

Recommended by A. T. Mellen
Asst. Construction Engineer

Approved by Earl Fleming
Asst. State Highway Engineer

SECTION: INDEPENDENCE JCT.-WEST SALEM

HIGHWAY: WILLAMINA-SALEM (FA 47)

COUNTY: POLK

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 8600 (Total)

B. Future ADT 16340 (Total)

C. Mean ADT 12470 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 5

F. Percent Trucks 9 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 4½ x (C) 12470 = 561

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 561 x (H) 100 % = 561

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.664

= 9.6

SECTION: INDEPENDENCE JCT-WEST SALEM

HIGHWAY: WILLAMINA-SALEM (FA 47)

COUNTY: POLK

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: See remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Part of design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Not a consideration
10. Stimulation of Competition: Not a consideration
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a consideration
13. Traffic Safety: No unusual problems
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Not a consideration

CONCLUSION AND REMARKS:

No cost comparison made as this project is predominantly widening of an existing facility (two lanes to four lanes). Utilization of the existing roadway makes A.C. pavement desirable from a construction standpoint.

RECEIVED
OCT 21 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

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RECEIVED
FEB 17 1964
FOR FILING

27-1412
1
635 Town

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
February 10, 1964

SUBJECT: Proposed Illumination
Independence Junction

To:

Tom Edwards
Asst. Highway Engineer
Building

On September 1, 1964, bids will be open for construction of the Independence Junction - West Salem Section of the Willamina-Salem Highway.

This section will end at the westerly edge of the reconstructed Independence Junction. The junction will be channelized and moved a short distance west of its present location. The beginning of the four-lane section and the jiggle bar median is on a five degree curve.

Eastbound traffic will find it somewhat difficult to determine the proper path at the extreme west end of the junction because of vertical and horizontal alignment. Approaching from the west delineation would not be visible for the eastbound movement of vehicles. To improve conditions, it is recommended that luminaire units be installed as shown on the attached sketch. This will light up the path for eastbound vehicles and will put light at the main intersection. The installation of five units is estimated to cost $2,500.

If you approve of the proposed illumination, we will discuss it with Bureau personnel, and upon obtaining their approval, proceed with the preparation of plans and specifications that will include the work on the over-all contract.

F. E. Grandall
Traffic Engineer

LEG:njc
Attachment

Copy to Grandall 2-14-64

Lloyd - I vote no. What is your wish

No Lights
Use about 5 bars at west end of island. Stan

Noted Edwards

RECEIVED
JAN 24 1964
FOR FILING

Salem, Oregon
January 23, 1964

Salem-Independence Junction
F-325(6)

Mr. Walter T. Wright
Right of Way Division

BUILDING

We have program approval from the Bureau of Public Roads for relocation of displaced persons and businesses on the subject-named job.

We also have been authorized as of January 20, 1964 to proceed with the utility P.E.

L. H. Young
Office Engineer

LHY:mb
cc: T. Litchfield
J. W. Nash

RECEIVED
JAN 27 1964
FOR FILING

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 15, 1964
Salem, Oregon

SUBJECT: File No. 36206 - Myers
Access Reservations
Independence Junction -
West Salem Section
Willamina-Salem Highway
Polk County

To: Mr. Walter T. Wright
Right of Way Engineer
State Highway Building
Salem, Oregon

Consideration of the above-referred to property during liaison failed to recognize necessity for access reservation immediately west of the service station leasehold in northeasterly corner of the subject entirety, said additional reservation, unrestricted as to use, 35' in width, to be located at Station 1098+50.

Full list of reservations to subject property is as follows:

Sta. 1093+15 ("J" line)	16' surface width	State to build
Sta. 1098+50	Reservation only	Grantor to build
Sta. 1099+90	35' surface width	State to build
Sta. 1101+25	35' surface width	State to build

APPROVED R. D. Thomas
Division Engineer

SUBMITTED Thelma M. Beard
Liaison Agent

APPROVED Walter T. Wright
Right of Way Engineer

RECOMMENDED [illegible]
Locating Engineer

APPROVED [illegible]
Assistant ~~Right of Way~~ State Highway Engineer

original To Wright
1-27-64

I-80N-3(44) Celilo-Biggs Sec., Columbia 1965
95 River Hwy. (Stone base &
#6536 Roadside Seeding)

RECEIVED
DEC 2 2 1965
FOR FILING
I-104-2(44)45
6536

December 21, 1965

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

A post-final payment for $938.36 will be made to S.D. Spencer and Son on Contract No. 6536 for stone base and roadside seeding on the Celilo-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties as soon as the warrant is prepared.

The total amount paid on this contract will be $120,763.52 including the post-final payment. Of the total $3,367.89 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FKN

cc S.D. Spencer & Son
4614 N.E. 72nd Avenue
Vancouver, Washington

Victor S. Risley Company
804 Board of Trade Building
Portland 4, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
JUL 2 - 1965
FOR FILING

I-80N-3(44)95

6536

July 2, 1965

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

Contract No. 6536 awarded to S. D. Spencer and Son for stone base and roadside seeding on Celilo-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties, was completed on April 28, 1965, and accepted by the Highway Commission on June 30, 1965.

Final payment in the amount of $3,479.20 will be released to the contractor after July 12, 1965. The total contract amount is $119,825.16 including $3,367.89 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc S. D. Spencer & Son
4614 N. E. 72nd Avenue
Vancouver, Washington

Victor S. Risley Co.
804 Board of Trade Building
Portland 4, Oregon

L H. Young
C H. Maison
Attn: John Herr

RECEIVED
JUN --1965

I-80N-3(44)95
6536

June 30, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed April 20, 1965, on Contract No. 6536. The contract was with S. D. Spencer and Son and was for stone base and roadside seeding on the Collin-Biggs Section of the Columbia River Highway in Wasco and Sherman Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 30, 1965, and that you concur in this procedure at the Commission meeting on July 13.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider this matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Mr. Floyd Query
Mr. F. B. Klaboe
Mr. Victor D. Wolfe
Mr. L. H. Young
Mr. F. D. Morgan
Mr. C. H. Maison
Mr. J. F. Putnam

bg srb

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Celilo-Biggs	WEEK ENDING: June 11, 1965	
	SECTION PREFIX: 633-1090	
HIGHWAY: Columb ia River	COUNTY: Wasco and Sherman	
NAME OF JOB: Celilo-Biggs	KIND OF WORK: Stone Base and Roadside Seeding	
CONTRACTOR: S. D. Spencer & Son	CONTRACT NUMBER: 6536	FEDERAL AID PROJECT NUMBER: I-80N-3(44)95
DATE OF CONTRACT: January 27, 1965	DATE WORK STARTED: January 26, 1965	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK MEN SUPERVISION	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE: May 1, 1965	PERCENT OF TIME ELAPSED
PROJECT AUTHORIZATION: $ 136,018.68	ENGINEERING AUTHORIZATION: $ 9,672.44	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: Completed
EXCLUSIVE OF ENGINEERING: $ 126,346.24	ENGINEERING COST TO DATE: $ 8,310.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: Completed
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 122,341.24		DATE PROJECT WAS COMPLETED: April 28, 1965
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 3.2 %	PERCENT OF AUTHORIZATION: 86 %	

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD	Seeding	
			100			100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	Seeding ~~MACADAM~~
MILES IN PROJECT		7.09			
MILES PARTIALLY COMPLETED					
MILES COMPLETED		7.09			
TOTAL ESTIMATED QUANTITIES (CONTRACT)		68,500			90
TOTAL QUANTITIES CORRECTED TO DATE		65,121.99			97.11
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		65,121.99			97.11
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Fair			
TUESDAY	Fair			
WEDNESDAY	Fair			
THURSDAY	Cloudy			
FRIDAY	Rain			
SATURDAY				

BEN GIFFORD

CONSTRUCTION DIVISION
RECEIVED
JUN 14 1965
NOTED [ ] [ ] [ ] [ ] [ ]
ACE ACE COS

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No Activ ity
TUESDAY	No activity
WEDNESDAY	No activity
THURSDAY	No activity
FRIDAY	No activity
SATURDAY	

REMARKS

E.W.O. #1 Bills received Monday and Semi-final sent in Thursday.

FINAL REPORT

SIGNED [signature] LOCATION The Dalles

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
MAR 4 1965

STATE COPY

Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
FOR FILING 8

FORM PR-2
(REV. 2-64)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

2-24-65

STATE
Oregon

COUNTY
Yamhill & Sherman

PROJECT NO.
I-80N-3(44)95

PROJECT REPORT NO.
5

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in ~~(1) Title~~ 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-80N Celilo to Biggs

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-21-64	7.064
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 132,995.00	$ 122,600.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd L. Shane

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

~~XXX~~ A. W. Peterson
(Division Engineer)

By: L. R. Backlund, Administrative Manager

Date executed by
Division Engineer February 24, 1965

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(44)95

CHILO-HOOD SECTION OF THE

COLUMBIA RIVER HIGHWAY IN WASCO & SHERMAN COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 4, 1965

Type Code 2010
Stone Base (Sta. 123+00 to Sta. 304+43)(Contract No. 6536)

Preparation of Old Roadbed	7.09 mile	$950.00	$ 6,735.50
Stone Base	68,500 ton	1.30	89,050.00
Roadside Seeding, Mulching and Fertilizing	90 acre	268.00	24,120.00
			$119,905.50
Obliterate Old Roadbed	All Required		1,000.00
	Subtotal		$120,905.50
	10% Engr. & Cont.		12,089.50
	Total		$132,995.00

Length of Roadway	7.064 Miles
Length of 3 Structures	0.131 Mile (Exceptions)
Total Length	7.195 Miles
Cost of Roadway Per Mile	$18,827.15

Federal Funds	$122,600.00
State Funds	10,395.00
	$132,995.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Form E-300—9-61

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon [illegible] of project and funds [illegible]
Date FEB 26 1965 Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Celilo-Biggs ..... Date Feb. 16, 1965

Highway Columbia River ..... Contract No. 6536

County Wasco and Sherman ..... Prefix 633-1090

Contractor S. D. Spencer & Son ..... F. A. Project No. I-80N-3(44)95

Address 4614 N.E. 72nd Avenue, Vancouver, Wn. ..... Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract,

Description of work to be done:

Repair high water damage — clean channel from railroad right of way to the river; replace riprap; repair embankment, reconstruct R/W fence.

Equipment rental rates shall be in accordance with the State-AGC agreement and percentages allowable to the contractor in accordance with the special provisions of this contract.

Work has not been started.

Location by station numbers:

340+50 — 348+50

Estimate of quantities and cost:

Equipment Rental	$1,990.00
Labor	970.00
Material	100.00
Misc.	100.00
Contractor's Percentage	474.00
Total	$3,634.00

NOTED
LLOYD P. SHAW

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Embankment, riprap, fence and channel damaged during December 1964.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 136,018.68
Present estimate of project cost, including $ 3,634.00 for work under this order	$ 136,018.68
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ Lowell M. Stratton, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ J. F. Putnam, Division Engineer

Approved /s/ L. H. Young, Office Engineer ~~Deputy State Highway Engineer or~~

State Printing Copy To Young 3-10-65

RECEIVED
JAN 28
PORTL...

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
January 27, 1963

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible] D. Spencer & Son
4614 N[illegible]. 72nd Avenue
Vancouver, Washington 98662

Gentlemen:

The State Highway Commission on January 27, 1963 awarded to you State Highway Contract No. 6236 for the following project:

Celilo-Biggs Section of the Columbia River Highway, east of The Dalles in Wasco and Sherman Counties. Stone base and roadside seeding.

This award was based on your low bid of $119,909.90 which was submitted to the Commission on January 12, 1963 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Mark Astrup

RECEIVED
FEB 8 - 1965
FOR

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

January 27, 1965

08-35.2-EC

by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-80N-3(44)95
Celilo-Biggs Section
Stone Base & Roadside Seeding

As requested in Mr. Young's letter of January 14, 1965 advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6536 to S. D. Spencer & Sons of Vancouver, Washington, low bidder in the amount of $119,905.50 at the January 12, 1965 bid opening.

Our December 21, 1964 P. S. & E. authorization memorandum requested that if permits were not issued to acquire utility easements, prior to concurrence in award, such exceptions merely should be listed. We see no reason why this requirement cannot be met with the understanding that the project will not be accepted as complete until such permits are issued. However, we have waived the requirement that such permits be issued prior to authorization of <u>any utility adjustments</u> due to assignment of personnel from your Permits Division to emergency work. Future right-of-way certifications in requests for concurrence of award should be corrected accordingly.

NOTED
LLOYD P. SHAW

Original to Young
2-8-65

RECEIVED
DEC 23 1964
FCR Files

477 Cottage St. N.E.
Salem, Oregon 97301

Mr. Torrest Cooper, State Highway Engineer
Salem, Oregon

December 21, 1964

Original signed by
T. Dec
Eng. Coordinator

08-35.2-2A

A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec, Engineering Coordinator

Oregon Project I-BSR-3(44)95
Collio-Riggs Section
Stone Base & Roadside Seeding

P.S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our authorization is with the understanding that all necessary right-of-way has been acquired for occupancy and contractor's use, with advisory assistance provided, and further that control of access rights has been acquired with the possible exception of those involved with utilities as indicated in Mr. Wright's and Mr. Litchfield's December 10, 1964 and December 16, 1964 reports, respectively.

Your December 16, 1964 status report for utility right-of-way indicates that no adjustments are involved but that a check has been made of all existing utility easements and permits controlling access from these easements will be forthcoming. Certification concerning such access rights should be furnished prior to our concurrence in award. If exceptions are listed, the project will not be accepted as complete until such time when full control of access is obtained.

Mr. Young's December 17, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum as being in the public interest.

The use of the Standard Specifications for Highway Construction - 1964, is approved for use on this specific project.

The use of the Division 1 - General Requirements, Article 8-1 Subletting, dated 12-1-64, Supplemental Standard Specification is approved for use on this specific project.

Attachment

Original To Young
12-28-64 with attach.

ORIGINAL SIGNED
LLOYD P. SHAW

RECEIVED
DEC 17 1964
COMMISSIONERS:
FOR FILING
LEONARD N. HALL, CHARLESTON

6534

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

December 4, 1964

CONSTRUCTION DIVISION
RECEIVED
DEC 7 1964

Mr. Forrest Cooper
Oregon Highway Department
Highway Building
Salem, Oregon 97310

Attention Mr. F. D. Morgan

Dear Mr. Cooper:

Your letter dated November 30, 1964 requests our comments on the following titled highway project:

Celilo-Biggs Section, Columbia River Highway,
Wasco and Sherman Counties

The plan title sheet indicates that the proposal consists of surfacing the existing new highway alignment that is being completed at the present.

We have no comments or recommendations to make relative to this project since no conflict with the fish resource is anticipated. Your effort in bringing this matter to our attention is very much appreciated.

Sincerely,

William D. Clothier
WILLIAM D. CLOTHIER, ASSISTANT
STATE FISHERIES DIRECTOR

cc R. Koski, Oregon Game Commission

Copies to:
L. P. Shaw
L. H. Young
Frank Hall
T. C. Roake
J. E. Morelock
Dean Swift (2)

RECEIVED
DEC 1 7 1964
FOR FILING

Commissioners
Tallant Greenough, Coquille
Chairman
Joseph W. Smith, Klamath Falls
Vice-Chairman
John P. Amacher, Winchester
J. Pat Metke, Bend
Wayne E. Phillips, Baker

I N
6536

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

December 3, 1964

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

This is in reply to your letter of November 30, 1964 enclosing the plan title sheet for Stone Base and Paving Project on Celilo-Biggs Section, Columbia River Highway, Wasco and Sherman Counties.

No wildlife problems are anticipated in connection with this project, so the plans are approved.

We appreciate the opportunity to comment upon this construction.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:dm

cc: Director OFC

Copies to:
L. P. Shaw
L. H. Young
Frank Hall
T. C. Roake
J. E. Morelock
Dean Swift (2)

NOTED
LLOYD P. SHAW
RECEIVED
DEC 1964
OFFICE OF
STATE HIGHWAY ENGINEER
CONSTRUCTION DIVISION
RECEIVED
DEC 7 1964
COE

PAVING

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
REVISED PROJECT BASE DESIGN

Page 1 of 4 Pages

Section CEXIIC - EIOO6 Highway COLUMBIA RIVER (FA 1) County WASCO & SHERMAN

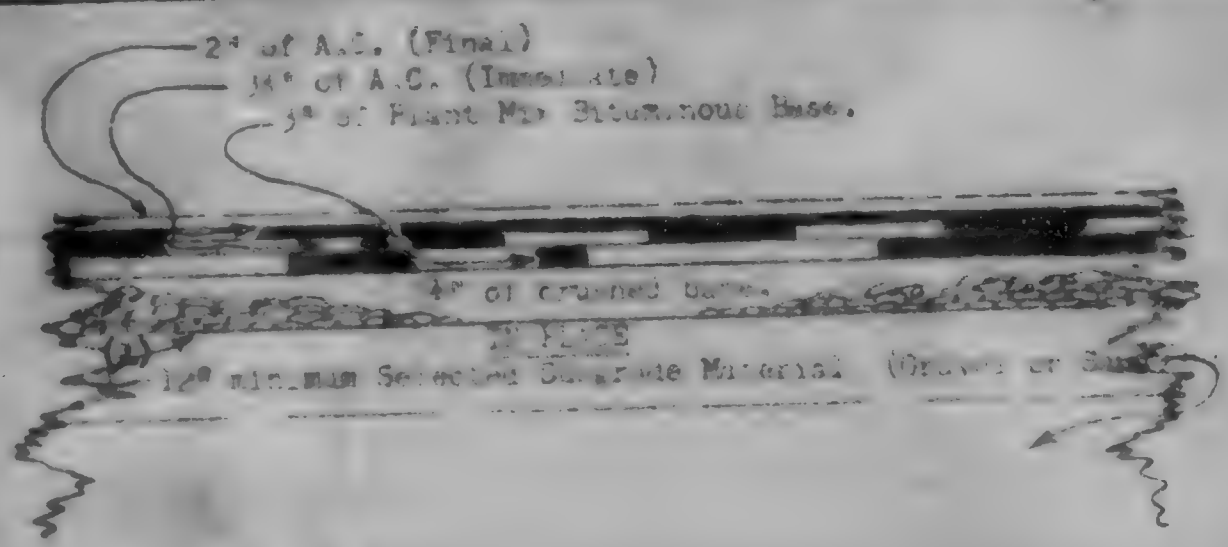
Res. Engr. M. D. Glenn Approx. Length 7.5± Miles. Sta. 1214± to Sta. 5044

Truck A.D.T. 55± Traffic Coefficient 9.9 18 kip e.a. per day 368.0

Annual Precipitation 15±" Frost Penetration 24" 18"

(1)

Typical		S.S.M.
15	LL	37
0	PI	0
22	%P 10	73
2	%P200	6
78	%Gravel	27
4	%C Sand	1
16	%F Sand	66
2	(%Silt	4
	(%Clay	2
	"R" Value	72
	(Corrected)	



CBR Total Req.			
	4	4	AC (Final)
	7	34	AC (Int. etc.)
	44	3	PMBB
	74	79	Cr Base
23	23	16	

AASHO CLASSIFICATION:
A-1-a (0) A-3 (0)
Sandy Gravel Gravelly Sand
MATERIAL SOURCES:
[illegible] determined
[illegible] Engineer.

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

Submitted by H. W. Galbraith, Staff Assistant Recommended by O. A. Nichols, Engineer of Materials

Recommended by L. E. Baker, Construction Engineer Approved by Paul L. Hall, Asst. State Highway Engineer

RECEIVED NOV 12 1954

6535

FORFEIT

Prefix

Date 10 30 4

10-54

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN
OTHER ROADS

Section CELILO - BIGGS Highway _____ County _____ Prefix _____

Res. Engr. _____ Approx. Length _____ Miles. Sta._____to Sta._____ Date _____

Truck A.D.T. See Below Traffic Coefficient _____ 18 kip s.a. per day _____.

Annual Precipitation See Page 1 Frost Penetration See Page 1.

(1)

Typical Soil	TRUCK A.D.T.	WEARING SURFACE	LEVEL	BASE	CBR Total Req.	Credit	Actual Thick.
LL							
PI							
%P 10	90 - 240	3½" AC	2"	8"	17"		13½"
%P200	30 - 90	3" AC	2"	7"	15"		12"
%Gravel	8 - 30	2½" AC	2"	6"	14"		11"
%C Sand	1 - 8	1½" AC	2"	6½"	11½"		10"
%F Sand	Care Only	1½" AC	2"	6"	11"		9½"
%Silt							
%Clay							
"n" Value (Corrected)							

Should an oil mat or gravel surface be used, the total thickness requirement would be equal to the depths shown in the Crushed Base Equivalent Column.

SECTION: [illegible] - BIGGS

HIGHWAY: COLUMBIA RIVER (FA 1)

COUNTY: [illegible]

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 3500 (Total)

B. Future ADT 8700 (Total)

C. Mean ADT 6250 $\frac{(A+B)}{2}$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 18 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$= 9% x (C) 6250 = 554

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 554 x (H) 100 % = 554

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.66

= 9.9

SECTION: [illegible]

HIGHWAY: COLUMBIA RIVER [illegible]

COUNTY: [illegible]

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good __1__ Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made - See [illegible]

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Asphaltic Concrete
7. Stage Construction: Part of the [illegible]
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Not a consideration
10. Stimulation of Competition: Not a consideration
11. Construction Consideration: No special problem
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a consideration
13. Traffic Safety: No special problems
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Not a problem

CONCLUSION AND REMARKS:

No cost comparison made for this section. The borrow material is predominantly gravel or sand. The subgrade has been topped out (12" minimum) with this material. The sizes vary considerably, so a minimum of 7½" crushed base is recommended to assure stabilizing or controlling the gravel or sand, and to provide a working platform. Fill heights to 30+ feet are common on this section, and some subsidence is anticipated. A.C. is more desirable to permit easy restoration of the effect of subsidence.

RECEIVED
OCT 26 1964
FOR FILING

Salem, Oregon
October 23, 1964

Mr. F. D. Morgan
Construction Engineer

Attention: Mark M. Astrup

With further reference to seeding by helicopter on the Big Eddy-Celilo Section of the Columbia River Highway, the bases of measurement you have outlined in your letter of October 22, from our point of view, probably would be satisfactory. Whatever is done on our contract, of course, must be cleared with the BPR in advance, to the extent that the method of measurement is satisfactory.

From a standpoint of ease of measurement, if it must be by area, aerial photography should be included as part of the special provisions and measurement by photogrammetric procedures specified. From my point of view, there is nothing wrong with a point-to-point job limit with the width to cover all highway construction areas and an approximate area indicated in the contract, thoroughly qualified as to its being approximate only.

The calibration of metering devices and payment upon the recorded costs of those devices leaves something to be wished in that tampering with meters, or the failure to properly record through output, might lead to disputes in payment for the project. For this reason, I believe we should consider metered payment only as an emergency type of operation.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter

FORM S-30 60M 3-63 40607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 22, 1964

SUBJECT: Seeding by Helicopter
Big Eddy-Celilo
Columbia River Highway

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

B U I L D I N G

We have discussed seeding by helicopter on an equipment rental basis with two operators and with State Forestry officials. Both acreage and equipment basis are used. We are investigating further to determine the best method on the subject job.

The State of Washington negotiated an equipment rental contract for seeding and fertilizing thirty acres in Eastern Washington this fall. The basic rate was $150 per hour plus ~~fertilizing~~ ferrying charge of 50 cents per mile. The total cost was $1,255.00. The State paid for the materials and furnished assistance in mixing the seed and loading.

Recent State Forester contracts for seeding have ranged from $140 to $150 per hour.

Operators claim they can calibrate their equipment so that the rate of seeding satisfactorily determines the acreage seeded. This method was emplyed on the Coast Highway and Myrtle Creek helicopter seeding jobs.

F. D. Morgan
Construction Engineer

By Mark H. Astrup

Mark H. Astrup
Landscape Engineer

cc: F. D. Morgan

ER-96(1) John Day Bridge Repair Proj. 1967
Columbia River Highway
#6537 Folder #3

CdA 2435

RECEIVED
APR 13 1971
LEE JOHNSON
ATTORNEY GENERAL
FOR FILING

ER-16(1)
6537

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

xxxxxxxxxxxxxxxxxxxxxxxx

505 State Highway Building

April 12, 1971

Mr. Paul E. McNulty, Esq.
King & King
Suite 600, Sunderland Building
1320 19th Street, N.W.
Washington, D.C. 20036

Re: Cause Celebre
State v. U.S. (John Day Bridge)

Dear Paul:

Justice remains triumphant. You've fought the good fight and have succeeded in overcoming the ogre of bureaucracy, for which I tender my sincere congratulations. I have recommended approval of the bill for $22.95.

Warmest regards,

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:hg

cc Mr. R. L. Porter
Mr. Tom Edwards
Mr. V. E. Skoog

RECEIVED
APR
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 30 1971
FOR FILING

LEE JOHNSON
ATTORNEY GENERAL

DIARMUID F. O'SCANNLAIN
DEPUTY ATTORNEY GENERAL

EP-210
1

DEPARTMENT OF JUSTICE
507 State Highway Bldg.
SALEM, OREGON 97310
TELEPHONE: (503) 364-2171

Lindas

TRIAL DIVISION

THOMAS D. O'DELL
CHIEF TRIAL COUNSEL

J. BRADFORD SHILEY
ASSISTANT CHIEF TRIAL COUNSEL

WALLACE CARPENTER
LEONARD I. LINDAS
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

CLIFFORD A. ALLISON
JAMES A. BLEVINS
JAMES P. CRONAN
QUINTIN B. ESTELL
LAWRENCE J. HALL
LESLIE S. HAMPTON
ROBERT A. HOLLAND
DONALD J. HOWE
E. DAVID LADD
JAMES F. LARSON
KEITH R. MALONEY
JOHN R. McCULLOCH
FRANK C. McKINNEY
EARL M. PRESTON
GEORGE E. ROHDE
JACK L. SOLLIS
CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

January 26, 1971

Oregon State Highway Commission

Re: State v. The United States, U. S. Court of Claims
Case No. 208-67, L-5477 (John Day Bridge)

Gentlemen:

This is to report that Mr. Paul McNulty, of King & King, has forwarded to this office the check of the United States in the amount of $565,103.05 in full settlement of the State's claim in the above case pursuant to a stipulation for judgment entered by the Court. The check has been forwarded to Vern Skoog, Highway Division Controller.

The above judgment was entered without prejudice, permitting the State to obtain an additional payment not to exceed $358,557.88 from the Federal Highway Administration under the Emergency Relief Act. This amount has also been collected.

It would now appear we can close our books on this difficult matter.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:hg
cc - Mr. R. L. Porter
Mr. Tom Edwards
Mr. V. E. Skoog

$1,100,000
923,660
$176,340

358,557.88
565,103.05
$923,660.93

NOTED
FLOYD QUERY

RECEIVED
JAN 19 1971

LEE JOHNSON
ATTORNEY GENERAL

DIARMUID F. O'SCANNLAIN
DEPUTY ATTORNEY GENERAL

ER-96(1)
6537

DEPARTMENT OF JUSTICE
507 State Highway Bldg.
SALEM, OREGON 97310
TELEPHONE: (503) 364-2171

January 18, 1971

TRIAL DIVISION

THOMAS D. O'DELL
CHIEF TRIAL COUNSEL

J. BRADFORD SHILEY
ASSISTANT CHIEF TRIAL COUNSEL

WALLACE CARPENTER
LEONARD I. LINDAS
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

CLIFFORD A. ALLISON
JAMES A. BLEVINS
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ROBERT A. HOLLAND
DONALD J. HOWE
E. DAVID LADD
JAMES F. LARSON
KEITH R. MALONEY
JOHN R. MC CULLOCH
FRANK G. MC KINNEY
EARL M. PRESTON
GEORGE E. ROHDE
JACK L. SOLLIS
CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

Mr. R. L. Porter
State Highway Engineer
Room 138
State Highway Building

Re: State v. The United States, U. S. Court of Claims,
Case No. 208-67, Our No. L-5477 (John Day Bridge)

Dear Mr. Porter:

This is to report having received a telephone call today from Mr. Paul McNulty of King & King, Washington, D.C., to the effect that he had placed in the mail today a check in the amount of $565,103.05. This is in full settlement of the State's claim in the above entitled case pursuant to the stipulation for judgment entered by the Court. The check was sent by certified mail and should be received before the end of this week.

The above judgment was, of course, entered without prejudice to the State obtaining an additional payment not to exceed $358,557.88 from the Federal Highway Administration under the Emergency Relief Act (23 U.S.C. Sec. 125).

Very truly yours,

LEE JOHNSON
Attorney General

G. E. Rohde

G. E. Rohde
Assistant Attorney General
Trial Division

NOTED
R. L. PORTER

GER:hg

cc - Mr. Tom Edwards
Mr. V. E. Skoog
Mr. L. I. Lindas

RECEIVED
JAN 18 1971
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 3 1970
LEE JOHNSON
ATTORNEY GENERAL
FOR FILING

ER-96(1)

6537

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

507 State Highway Bldg.

December 4, 1970

Oregon State Highway Commission

Re: State v. The United States, U. S. Court of Claims
Case No. 208-67, L-5477 (John Day Bridge)

Gentlemen:

To bring you up to date respecting the above matter, I received a communication this date from Paul McNulty, our local counsel, in which he forwarded to me a copy of the President's message of November 23, 1970 requesting supplemental appropriations, including an appropriation in the amount of $565,103.05 to pay the Court's judgment of August 21, 1970 in our favor.

Mr. McNulty further advises that a bill for such appropriation would be reported out of committee in the near future.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:hg

cc - Mr. R. L. Porter
Mr. Tom Edwards
Mr. V. E. Skoog

RECEIVED
DEC 4 1970
OFFICE OF
STATE HIGHWAY ENGINEER

LEE JOHNSON
ATTORNEY GENERAL

DIARMUID F. O'SCANNLAIN
DEPUTY ATTORNEY GENERAL

RECEIVED
SEP 16 1970
FOR FILING

DEPARTMENT OF JUSTICE
507 State Highway Building
SALEM, OREGON 97310
TELEPHONE: (503) 364-2171

September 14, 1970

TRIAL DIVISION

THOMAS D. O'DELL
CHIEF TRIAL COUNSEL

J. BRADFORD SHILEY
ASSISTANT CHIEF TRIAL COUNSEL

WALLACE CARPENTER
LEONARD I. LINDAS
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

CLIFFORD A. ALLISON
JAMES A. BLEVINS
JAMES P. CRONAN
QUINTIN B. ESTELL
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LESLIE B. HAMPTON
ROBERT A. HOLLAND
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E. DAVID LADD
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JOHN R. MCGULLOCH
FRANK C. MCKINNEY
EARL M. PRESTON
GEORGE E. ROHDE
JACK L. SOLLIS
CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

NOTED
R. L. PORTER

Mr. Tom Edwards
Deputy State Highway Engineer
Room 138
State Highway Building

Re: State v. The United States, U. S. Court of Claims
Case No. 208-67, L-5477 (John Day Bridge)

Dear Tom:

I forward you herewith an invoice submitted by Ureca, Inc., respecting Mr. R. McReary's preparation to give testimony in the above case, together with my approval and notation of my phone conversation with Paul McNulty of King & King, Attorneys at Law.

We have in our possession the reports to which you refer in your letter to me, dated September 9, 1970. They are now a part of the legal file. We would be happy to forward the same to you should you so desire.

Very truly yours,

LEE JOHNSON
Attorney General

Leonard

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

Orig is there
Copy - John Day file

LIL:hg
Attachment

RECEIVED
SEP 11 1970
OFFICE OF
STATE HIGHWAY ENGINEER

URECA, INC.

CONSULTING ENGINEERS

10401 N. E. MARX ST.
P. O. BOX 20457
PORTLAND, OREGON 97220
PHONE: 503/255-6240

September 1, 1970

INVOICE

State of Oregon
Department of Transportation
Highway Division
Highway Building
Salem, Oregon 97310

Atten: Mr. R. L. Porter
State Highway Engineer

Re: State of Oregon v. United States
Ct. Cl. 208-57
John Day Bridge

Final billing for professional services rendered in the subject case during the period of October, 1969, through July, 1970, preparing for trial as directed by King & King, Attorneys, Washington, D. C.

Professional Engineer	45 hrs @ $20.	$ 900.00
Engineering Aides	101 hrs.@ $15.	1515.00
Long distance telephone charges		40.80
		$2415.80

APPROVED
Chief Counsel

ENGINEER
9/15/70

cc - King & King
c/o Mr. Paul McNulty

I consulted with Mr Paul McNulty, of King & King, by phone 1:35 pm. Mon. 9-14-70. He did not like the idea of Mr Leary to prepare himself to give testimony in the case, since there was no assurance at the time a settlement could be effectuated. Mr Leary was informed of this and ...

URECA, INC.

CONSULTING ENGINEERS

10401 N. E. MARX ST.
P. O. BOX 20457
PORTLAND, OREGON 97220
PHONE: 503/255-6240

September 3, 1970

REFERRED Edwards
TO
FOR
R. L. PORTER

Mr. R. L. Porter
State Highway Engineer
Highway Building
Salem, Oregon 97310

Re: State of Oregon v. United States
Ct. Cl. 208-57
John Day Bridge

Dear Mr. Porter:

Recently I received telephone communication from Mr. Paul McNulty of King & King, Washington, D. C., in which he notified me of the final outcome of the negotiations which had been going on since early this year. He indicated that a favorable settlement agreement had been negotiated in the above dispute. He asked that the good news not be discussed with anyone until certain documents had been executed.

Mr. McNulty was quite certain that the General Accounting Office and the Walla Walla District of the Corps of Engineers had been overcome by the facts and was most lauditory concerning the work performed by our firm. We were naturally pleased to learn of the effect of our firm's part in the outcome of this matter but somewhat disappointed in being unable to fight the battle that we had prepared for during the past three years.

As you may or may not be aware, the date of August 8 had been set as the date of final presentation to the Justice Department of the exhibits, facts and testimony which I was to give in the Court proceedings during September and October. In line with that we were directed by King & King to prepare for a major conference during the period July 22 through August 8, and accordingly set aside this period for that purpose. Preparation for this involved considerable work on my

part and that of my staff in organizing exhibits and reviewing all of our work in the case to permit preparation of our final statement prior to trial.

I am enclosing our final billing for services rendered since October 17, 1969, and trust that you will approve it for payment.

It has been a long, interesting and challenging case to work on, and it has been a pleasure to have a part in restoring the good name and reputation which your department has always possessed. My only regret is that the citizens of the State of Oregon and the members of the United States Senate apparently must remain uninformed. I trust that time and history will accomplish this, whenever the Federal Government is ready to let the people know.

I shall look forward to serving your department again in the future and am most proud to add the John Day Bridge case to the list of successful investigations our firm has conducted.

Very truly yours,

URECA, INC.

Ronald McReary

Ronald McReary, P.E.

R.M./dr

cc - Mr. Paul McNulty, King & King

RECEIVED
SEP 4 1970
OFFICE OF
STATE HIGHWAY ENGINEER

URECA, INC.

CONSULTING ENGINEERS

10401 N. E. MARX ST.
P. O. BOX 20457
PORTLAND, OREGON 97220
PHONE: 503/255-6240

September 1, 1970

INVOICE

State of Oregon
Department of Transportation
Highway Division
Highway Building
Salem, Oregon 97310

Atten: Mr. R. L. Porter
State Highway Engineer

Re: State of Oregon v. United States
Ct. Cl. 208-57
John Day Bridge

Final billing for professional services rendered in the subject case during the period of October, 1969, through July, 1970, preparing for trial as directed by King & King, Attorneys, Washington, D. C.

Professional Engineer	45 hrs @ $20.	$ 900.00
Engineering Aides	101 hrs.@ $15.	1515.00
Long distance telephone charges		40.80
		$2415.80

cc - King & King
c/o Mr. Paul McNulty

STATE COPY

Monthly transaction number: 9-24	FO. R-2A (Rev. 10-68) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS	ite: Oregon
Project report number: 4	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 6-2-70	County: Gilliam & Sherman
Modification number: 4		Project number: ER-96(1)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on February 16, 1965, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 880,299	$ 880,299
Federal funds	$ 557,700.00	$ 557,700.00
Other revisions		

This modification is made for the following reasons: To revise special provision relating to responsibility of the Corps of Engineers. Stipulation of Settlement and Order of the U.S. Court of Claims, Case No. 208-67, provides Corps of Engineers will pay the sum of $565,103.05 to discharge obligations to Oregon State Highway Division relating to Contract No. DA-45-164-CIVENG-61-103.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 2nd day of September, 19 70.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

By _____
(Division Engineer)
For: R. E. Simpson

RECEIVED
MAR 1 - 1965

STATE COPY

Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.
FOR FILING

PROJECT REPORT NO.

FORM PR-2
(REV. 2-64)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

STATE
Oregon

COUNTY
Gilliam & Sherman

PROJECT NO.
ER-96(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-80N - John Day River Bridge

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-11-64	0.076
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 880,299.00	$ 557,700.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official Name of Highway Department)

By Lloyd V. Stone

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: A. W. Parsons
(Division Engineer)

By: L. R. Backlund
L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer February 16, 1965

Oregon State Highway Department

Federal Aid
Project No. ER-96(1)

JOHN DAY RIVER BRIDGE RECONSTRUCTION OF THE

COLUMBIA RIVER HIGHWAY IN GILLIAM AND SHERMAN COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 4, 1965

Type Code K031
John Day River Bridge (Bridge #108B)(Sta. 374+86 to Sta. 378+90)
(Contract No. 6537)

Shoring and Cribbing, etc.	All Required		$150,000.00
Structural Excavation	1,200 cu.yds.	$ 25.00	30,000.00
Structural Excavation Below Elevation Shown	100 cu.yds.	60.00	6,000.00
Class "A" Concrete (1,720 cu.yds.)	All Required		130,000.00
Metal Reinforcement (368,000 lbs.)	All Required		42,000.00
Structural Steel			
(Carbon 583,600 lbs.)			
(A 242 328,000 lbs.)			
(HT 269,100 lbs.)	All Required		400,000.00
Metal Parapet Railing	808 lin.ft.	5.00	4,040.00
Median Barrier	404 lin.ft.	8.00	3,232.00
			$765,272.00
Clean up site and repair existing bridge	All Required		$ 35,000.00
	Subtotal		$800,272.00
	10% Engr. & Cont.		80,027.00
	Total		$880,299.00

Length of reconstruction - - - - - - - - - -0.076 mile

Federal Funds -	$557,700.00
State Funds -	322,599.00
	$880,299.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Oregon State Highway Department

Federal-Aid
Project No. ER-96(1)

JOHN DAY RIVER BRIDGE RECONSTRUCTION OF THE

COLUMBIA RIVER HIGHWAY IN GILLIAM AND SHERMAN COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 4, 1965

Type Code X031
John Day River Bridge (Bridge #108B)(Sta. 374+86 to Sta. 378+90)

Shoring, and Cribbing, etc.	All Required		$ 50,000.00
Structural Excavation	1,200 cu.yd.	$15.00	18,000.00
Structural Excavation Below Elevation Shown	100 cu.yd.	25.00	2,500.00
Class "A" Concrete (1,720 cu.yd. @ $100.00)	All Required		172,000.00
Metal Reinforcement (368,000 lb. @ $0.13)	All Required		49,680.00
Structural Steel (Carbon 583,600 lb. @ $0.28) (A 242 328,000 lb. @ 0.30) (HT 269,100 lb. @ 0.38)	All Required		364,066.00
Metal Parapet Railing	808 lin.ft.	6.00	4,848.00
Median Barrier	404 lin.ft.	10.00	4,040.00
			$665,134.00
Clean up Site and Repair Existing Bridge	All Required		$ 35,000.00
	Subtotal		$700,134.00
	10% Engr. & Cont.		70,013.00
	Total		$770,147.00

Length of Reconstruction - - - - - 0.076 Mile

Federal Funds -	$476,000.00
State Funds -	294,147.00
	$770,147.00

RECEIVED
SEP 15 1970
LEE JOHNSON
ATTORNEY GEN.

FOR FILING
EK-76(1)
6937

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

507 State Highway Building

September 2, 1970

Mr. Paul McNulty
King & King
Attorneys at Law
1330 - 19th Street N. W.
Washington, D. C. 20036

Re: State vs. United States
Court of Claims No. 208-67 (L-5477)

Dear Paul:

I forward you herewith the Power of Attorney executed by the Highway Commission's Secretary, together with my certification as to his authority to act for the Commission.

I note the Xerox copy made for your files did not reproduce the Commission's seal, but it is readily identifiable on the original.

Should you need anything further from me in this connection, please let me know.

Kind personal regards.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:ks
Enclosures

cc: R. L. Porter
Floyd Query

RECEIVED
SEP 3 1970
OFFICE OF
STATE HIGHWAY ENGINEER

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the State of Oregon, by and through its State Highway Commission, duly authorized, has made, constituted and appointed King & King (John W. Gaskins, John A. McWhorter, Scott G. Rigby, Paul E. McNulty, Robert H. Burrage, Jr., or any of them) of 1320 Nineteenth Street, N.W., Washington, D.C., its true and lawful attorneys, for it, and in its name, place and stead, to prosecute its claim against the United States, being the same claim upon which a judgment was rendered by the Court of Claims (Ct. Cl. No. 208-67), in its favor for $565,103.05 on the 21st day of August 1970, hereby authorizing them to receive any check that may issue in settlement of said claim; but it reserves to itself all authority to endorse such check.

IN TESTIMONY WHEREOF, it has hereunto caused its seal to be set by Floyd Query this 2d day of Sept., nineteen hundred and seventy.

STATE OF OREGON, by and through its
STATE HIGHWAY COMMISSION

By Floyd Query [SEAL]

ATTEST:

_____

_____

I, Leonard I. Lindas, Chief Counsel / ~~of~~ for the above-named State of Oregon Highway Commission, certify that Floyd A. Query, who signed the foregoing power of attorney on behalf of said Commission, is the Secretary of the plaintiff State Highway Commission and as such has full power and authority to act for the Commission in said behalf.

Leonard I. Lindas
~~Assistant Attorney General and~~
Counsel
Salem, Oregon.

[SEAL]

LEE JOHNSON
ATTORNEY GENERAL

DIARMUID F. O'SCANNLAIN
DEPUTY ATTORNEY GENERAL

NOV 6 - 1970

ER-76(1)
6531

DEPARTMENT OF JUSTICE
507 State Highway Building
SALEM, OREGON 97310
TELEPHONE: (503) 364-2171

August 28, 1970

TRIAL DIVISION

THOMAS D. O'DELL
CHIEF TRIAL COUNSEL

J. BRADFORD SHILEY
ASSISTANT CHIEF TRIAL COUNSEL

WALLACE CARPENTER
LEONARD I. LINDAS
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

CLIFFORD A. ALLISON
JAMES A. BLEVINS
JAMES P. CRONAN
QUINTIN B. ESTELL
LAWRENCE J. HALL
LESLIE B. HAMPTON
ROBERT A. HOLLAND
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JAMES F. LARSON
KEITH R. MALONEY
JOHN R. MC CULLOCH
FRANK G. MC KINNEY
EARL M. PRESTON
GEORGE E. ROHDE
JACK L. SOLLIS
CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

Oregon State Highway Commission

Re: State v. The United States, U. S. Court of Claims
Case No. 208-67, L-5477 (John Day Dam)

Gentlemen:

I forward you herewith a copy of the judgment entered in the above case on August 21, 1970.

You will note that the State of Oregon is granted a judgment against the United States (Corps of Engineers) in the sum of $565,103.05, and that the entry of judgment is without prejudice to the State obtaining from the Federal Highway Administration the additional sum of $358,557.88. The total of the two sums being $923,660.93.

We have already, at the behest of the Federal Highway Administration vouchered for the $358,557.88. Because the amount of the judgment against the United States (Corps of Engineers) exceeds $100,000.00, the Corps must submit the judgment to their Budget Bureau for a supplemental appropriation to pay the same. It is anticipated the check for this amount should be forthcoming sometime during the month of October.

This closes the litigation we commenced several years ago respecting this matter.

Very truly yours,

Plan
hold for agenda

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

Attachment
LIL:hg
CC - Mr. R. L. Porter
Mr. Tom Edwards
Mr. F. B. Klaboe
Mr. Floyd Query
Mr. D. H. Moehring
Mr. V. E. Skoog
Mr. Kim Whitman
Mr. Tom O'Dell

NOTED
FLOYD QUERY

LEE JOHNSON
ATTORNEY GENERAL

DIARMUID F. O'SCANNLAIN
DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE
507 State Highway Building
SALEM, OREGON 97310
TELEPHONE: (503) 364-2171

TRIAL DIVISION

THOMAS D. O'DELL
CHIEF TRIAL COUNSEL

J. BRADFORD SHILEY
ASSISTANT CHIEF TRIAL COUNSEL

WALLACE CARPENTER
LEONARD I. LINDAS
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

CLIFFORD A. ALLISON
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EARL H. PRESTON
GEORGE E. ROHDE
JACK L. SOLLIS
CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

August 10, 1970

ER-96(1)
6537

Oregon State Highway Commission

AGENDA
AUG 18 1970
I 30

Re: Report of Settlement
State v. United States, U. S. Court of Claims
No. 208-67 (John Day Bridge)

Gentlemen:

I forward you herewith a proposal of settlement of the above matter. As you will recall the State, in 1967, instituted an action against the United States (Corps of Engineers) to collect the sum of $1,130,206.09. This sum represented the cost of rebuilding pier No. 3 and the two adjoining spans of the John Day Bridge, which collapsed on December 22, 1964, due to extraordinary flood conditions.

The settlement, the acceptance of which is recommended, is on the following basis:

Payment to the State by the United States, (Corps of Engineers) pursuant to stipulated judgment in the amount of:	$565,103.05
Reimbursement to the State from Federal Highway Administration, Bureau of Public Roads, under Emergency Relief Fund (23 USC § 125)	358,557.88
Total payment to the State:	$923,660.93

The sum of $358,557.88 represents 63.45% of $565,103.05, the Bureau's share under the Emergency Relief Fund Act.

The stipulation for final settlement as aforesaid, covers all claims pending against the United States as of the time of settlement,

Item - Agenda

NOTED
FLOYD OLIVER

which includes a claim against the United States in the amount of $25,461.84 for cleaning and repairing twin culverts at the Blalock Interchange. Reconstruction of the highway in this location was also a part of the John Day Dam project.

I have obtained telephonic approval from Chairman Jackson on August 5, 1970 to proceed with finalizing the matter, as hereinbefore outlined. This matter will be an agenda item for confirmation at the August 18, 1970 meeting of the Commission.

Also attached hereto are copies of a letter to me from our Washington, D. C. Counsel, Mr. Paul McNulty; letter from Thomas J. Lydon, United States Department of Justice, and proposed stipulation for final settlement. These documents are self explanatory and further explain the details of the settlement.

I would further point out paragraph 10 of the stipulation for final settlement will be amended to permit the processing of claims accruing subsequent to the date of settlement as provided for in our contract with the Corps, being No. DA-45-164-CIVENG-61-103.

I am prepared to discuss this with you further, should you so desire.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:hg
Attachments

cc - Mr. R. L. Porter
Mr. Tom Edwards
Mr. F. B. Klaboe
Mr. Floyd Query
Mr. D. H. Moehring
Mr. V. E. Skoog
Mr. Kim Whitman

LAW OFFICES
KING & KING
SUITE 600, SUNDERLAND BUILDING
1320-19TH STREET, N. W.
WASHINGTON, D. C. 20036

JOHN W. GASKINS
LOREN K. OLSON
JOHN A. McWHORTER
SCOTT G. RIGBY
PAUL E. McNULTY
ROBERT H. BURRAGE, JR.

J. GERALD MAYER
COUNSEL

JOSEPH M. ZORC
HAROLD I. ROSEN
DOUGLAS K. OLSON
VAL S. McWHORTER

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D.C.
(202) 296-5195

August 5, 1970

RECEIVED
AUG 7 1970
LEGAL

Leonard I. Lindas, Esquire
Chief Counsel
State of Oregon
State Highway Department
507 State Highway Building
Salem, Oregon 97310

Re: State of Oregon v. United States,
Ct. Cl. No. 208-67

Dear Leonard:

In furtherance of my telephone conversation with George Rohde, I have now received formal acceptance of the proposed settlement submitted to the Departmentof Justice by my letter of June 24, 1970. A copy of the letter of acceptance, together with a proposed stipulation to be submitted to the Court to enable it to enter judgment in favor of the State, are enclosed.

You will note from the enclosed that the Attorney General has accepted the first alternative proposed by our settlement offer of June 24, 1970, i.e., a judgment will be entered by the Court in favor of the State in the amount of $565,103.05, without prejudice to the State's right to obtain reimbursement under the Emergency Relief Fund (23 U.S.C. §125) as to the balance of the unreimbursed costs of reconstruction of the bridge, or $358,557.88, representing 63.45% of $565,103.05.

With regard to the $358,557.88 to be paid by the Federal Highway Administration under the Emergency Relief Provisions of 23 U.S.C. §125, the settlement offer submitted to the Department of Justice in our letter of June 24, 1970 expressly stated with respect to the first alternative proposal that the same was made on the understanding that such resolution of the matter was acceptable to the Federal Highway Administration. You will note that in its letter of August 3, 1970, accepting our proposal, the

Department of Justice has specifically stated that the Federal Highway Administration has indicated its acceptance or agreement with our understanding in this regard. This is in accord with the expressions made by the Federal Highway Administration to you in your discussions with them concerning the proposed settlement, and, while I do not believe that there was any reason to doubt the verbal assurances given by the Federal Highway Administration in this regard, we now have written confirmation of our understanding of the situation. Accordingly, with respect to the costs incurred in reconstructing the bridge of $1,130,206.09, the settlement as accepted by the Department of Justice will result in the payment to the State of $923,660.93, consisting of a judgment by the Court of Claims in the amount of $565,103.05, and an allowance of $358,557.88 by the Federal Highway Administration under the Emergency Relief Fund.

You will recall that I indicated that the Government's attorney had informed me that, in all probability, acceptance of the proposed settlement by the Government would be conditioned upon the understanding that the settlement would encompass not only the original claim for reconstruction of the bridge, but also the additional claim advanced in the amended petition for the cleaning of the twin culverts at the Blalock Interchange. The enclosed stipulation, as drafted by the Government, reflects this condition, in paragraphs 7 and 10, and further discussion with the Government's attorney this morning made it clear that the Government's acceptance of the settlement is predicated upon the understanding that the same covers all claims set forth in the petition, as amended. As I previously indicated to you, it is our recommendation that the State accept settlement on the basis proposed by the Government, i.e., including both the bridge and culvert claims.

However, you will note that in paragraph 10 of the proposed stipulation, as drafted by the Department of Justice, it is provided that execution of the stipulation "releases and waives any and all other claims arising from or relating to" the contract, except for the claim for additional payment under the Emergency Relief Fund, which is expressly excepted in paragraph 11 of the proposed stipulation. Inasmuch as it is my understanding that the "deferred construction clause" is still operable as to portions of the relocated highway, I advised the Government's attorney that I anticipated that we would be unwilling to grant the all-inclusive release provided in the stipulation as presently drafted. The Government's attorney has indicated that the Departmentof Justice will agree to revised language which would, in effect, provide that the settlement would constitute a release and waiver of all existing and/or accrued claims under the contract as of the

entry of judgment by the Court, which normally follows within a few days after the filing of the stipulation. Such a revision to the language of the stipulation would reserve the State's rights under the deferred construction or other clauses of the contract as to future claims accruing after the entry of the Court's judgment.

If this revision to the proposed stipulation is agreeable to you, please advise me and I will make the necessary changes.

The next step in the proceedings is the execution of the stipulation, which will then be filed with the Court. Before proceeding to execute the stipulation, I will await your advice that the settlement, covering both claims advanced in the amended petition, is acceptable to the State. In addition to the revisions which I feel should be made with regard to the release, if you have any other suggestions or revisions which you feel necessary in the proposed stipulation, I would also appreciate it if you would so advise me. Upon filing of the executed stipulation with the Court, and entry of judgment in accordance therewith, a copy or a transcript of the Court's judgment will then be filed with the Treasury Department, together with a demand that the same be paid. Under existing law, it is necessary for the Treasury Department to submit a request for appropriation to the Congress for the payment of all judgments by the Court of Claims in excess of $100,000. Normally, the Treasury Department submits two requests each year to the Congress for such appropriations to pay the judgments of the Court of Claims, and I anticipate, at the present time, that a supplemental appropriation request will be submitted to Congress late this month or early in September. Accordingly, if we are to realize actual payment of the Court's judgment this year, we have approximately three to four weeks to complete the execution and filing of the stipulation, obtain the formal entry of judgment by the Court, and file a transcript of the same with the Treasury Department. I would, therefore, urge that this matter be given your earliest consideration, so that I can proceed with the finalization of the settlement as soon as possible.

Very truly yours,

Paul E. McNulty

PEM:ic
Enclosure

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

Address Reply to the
Division Indicated
and Refer to Initials and Number

WDR:JFM:blb
154-208-67

AUG 3 1970

RECEIVED
AUG 5 - 1970
KING & KING

John W. Gaskins, Esquire
King & King
Suite 600, Sunderland Building
1320 - 19th Street, N. W.
Washington, D. C. 20036

Re: State of Oregon v. United States,
Court of Claims No. 208-67

Dear Mr. Gaskins:

Reference is made to your letter dated June 24, 1970, proposing a compromise of the instant suit.

Please be advised that as provided in the terms of the enclosed proposed stipulation, the offer was accepted by the Attorney General.

If the enclosed stipulation is satisfactory, please so execute it and return it to us for final execution and filing. The enclosed self-addressed, postage-free envelope is for your use in this regard.

With respect to payment under 23 U.S.C. 145, the Federal Highway Administration has informed this Department that the plaintiff's understanding, as set forth in the above-mentioned letter of June 24, 1970, is correct.

Yours very truly,

WILLIAM D. RUCKELSHAUS
Assistant Attorney General
Civil Division

By:

Thomas J. Lydon
Chief, Court of Claims Section

Enclosures

IN THE UNITED STATES COURT OF CLAIMS

STATE OF OREGON, by and through its State Highway Commission, composed of Glenn L. Jackson, Fred W. Hill, and David B. Simpson, Plaintiff, v. THE UNITED STATES, Defendant.	)	No. 208-67

STIPULATION OF SETTLEMENT

For the purpose of compromising and settling this litigation, the parties stipulate as follows:

1. That on October 25, 1961, the parties entered into Contract No. DA-45-164-CIVENG-61-103 which contract governs the respective responsibilities of the parties including, among the items covered, the construction and/or deferred construction of the John Day River Bridge over the John Day River in Oregon with related highway structures.

2. That pursuant to the terms of the subject contract, prior to December 22, 1964, the John Day River Bridge was constructed and accepted by the State of Oregon for use of public traffic.

3. That on December 22, 1964, pier number 3 and the adjoining two spans of the John Day Bridge collapsed.

4. That subsequent to December 22, 1964, the Bridge and related facilities were reconstructed or repaired by, or on behalf of, the State of Oregon, at a total unreimbursed expenditure or cost to the State which is stipulated to be $1,130,206.09.

5. That the State of Oregon demanded reimbursement of its expenditures or costs from the United States, asserting that the United States was liable therefore under the terms of the above-cited contract.

6. That the United States has denied any responsibility, under the above-cited contract, for the unreimbursed expenditures or costs claimed by the State of Oregon.

7. That by its petition, filed June 19, 1967, as amended by the Order issued July 28, 1970, the State of Oregon sought a judgment for the unreimbursed expenditures made or costs incurred under the above-cited contract.

8. That by a letter, dated June 24, 1970, the State of Oregon offered to compromise its claims by the entry of a judgment herein in its favor in the amount of $565,103.05, provided that said judgment be entered without prejudice to the State's obtaining an additional payment, under the Emergency Relief Provisions of 23 U.S.C. 125, with respect to the same events underlying this suit, in an amount not to exceed $358,557.88 (representing 63.45% of the amount of the above-stipulated unreimbursed expenditure or cost which will

remain as unreimbursed after the judgment sum of $565,103.05 is subtracted therefrom).

9. That plaintiff's offer was duly accepted by the Attorney General on July 30, 1970.

10. That plaintiff warrants and represents that it is the sole owner of the claims set forth in the Petition, as amended, and that it has not received prior payment therefore; that by execution of this stipulation, except to the extent any claim for additional payment is excepted herefrom, it releases and waives any and all other claims arising from or relating to the above-cited contract.

11. That this stipulation is made for the purpose of enabling the Court to enter judgment against defendant and in favor of plaintiff in the amount of $565,103.05, but without prejudice to plaintiff's obtaining an additional payment under the provisions of 23 U.S.C. 145, in an amount not to exceed $358,557.88, in any manner which may be resolved between the State of Oregon and the Federal Highway Administration, provided that the Court accepts this stipulation in its entirety. In the event that the stipulation is rejected in

whole or in part by the Court, it is agreed that it shall be void and of no effect whatsoever.

JOHN W. GASKINS
Attorney for Plaintiff

WILLIAM D. RUCKELSHAUS
Assistant Attorney General
Civil Division

JAMES F. MEROW
Attorney, Civil Division
Department of Justice

RECEIVED
JUN 29 1970
LEGAL

LAW OFFICES
KING & KING
SUITE 600, SUNDERLAND BUILDING
1320-19TH STREET, N. W.
WASHINGTON, D. C. 20036

JOHN W. GASKINS
LOREN K. OLSON
JOHN A. McWHORTER
SCOTT G. RIGBY
PAUL E. McNULTY
ROBERT H. BURRAGE, JR.

J. GERALD MAYER
COUNSEL

JOSEPH M. ZORC
HAROLD I. ROSEN
DOUGLAS K. OLSON
VAL S. McWHORTER

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D.C.
(202) 296-5195

June 26, 1970

R. L. PORTER

REFERRED 6-29-70
TO Porter
FOR Information
LEONARD I. LINDAS

Leonard I. Lindus, Esquire
Chief Counsel
State of Oregon
State Highway Department
104 State Highway Building
Salem, Oregon 97310

Re: State of Oregon v. United States,
Ct. Cl. No. 208-67

Dear Leonard:

Pursuant to our telephone conversation Wednesday, I am enclosing a copy of the settlement offer, which I read to you, and which I subsequently delivered to the Government's attorney later that afternoon.

As I indicated to you, the Walla Walla District of the Corps of Engineers has apparently raised some objection to the proposed settlement-- a possibility which none of us had anticipated. However, I have talked to John Oldfield, the District Counsel for the Corps in Walla Walla, and have explained the situation to him. I have the very definite feeling that the objections to theproposed settlement, which have only been expressed informally in a telephone conversation between Oldfield and the Department of Justice attorney, represent the immediate reaction of certain engineering personnel in Walla Walla who feel that any settlement would be a reflection upon them personally. I strongly recommended to Oldfield that he should not permit a reasonable resolution of this case, upon a mutually satisfactory basis, to be frustrated by the personal whim of any individual, who is merely seeking personal vindication. It is my feeling that we have impressed upon Oldfield the realities of the situation, and I am hopeful that he will see to it that the Department of Justice is

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given a favorable response from the Corps of Engineers on the settlement offer. However, I am taking the further precaution of discussing the matter with the General Counsel in the Office of the Chief of Engineers on Monday morning.

I will keep you advised of any further developments as they occur.

Very truly yours,

Paul E. McNulty

PEM:ic
Enclosure

LAW OFFICES
KING & KING
SUITE 600, SUNDERLAND BUILDING
1320-19TH STREET, N. W.
WASHINGTON, D. C. 20036

JOHN W. GASKINS
LOREN K. OLSON
JOHN A. McWHORTER
SCOTT G. RIGBY
PAUL E. McNULTY
ROBERT H. BURRAGE, JR.

J. GERALD MAYER
COUNSEL

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GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D. C.
(202) 296-5195

June 24, 1970

Honorable William D. Ruckelshaus
Assistant Attorney General
Civil Division
Department of Justice
Washington, D. C.

Attention: James F. Merow, Esquire

Re: State of Oregon v. United States
Ct. Cl. No. 208-67

Dear Sir:

Reference is made to our recent discussions with Mr. Merow of your office concerning the above-captioned case, and, more particularly, the possibilities upon which a compromise settlement might be reached with respect to the plaintiff's claim of $1,130,206.09 for the costs incurred in reconstructing and repairing the John Day River Bridge.

As pointed out to Mr. Merow, it is our feeling that, in addition to the meritorious nature of the plaintiff's claim, there exist other factors, peculiar to the circumstances of this case, which, in our opinion, strongly support the conclusion that a compromise settlement of this claim would best serve the mutual interests of both parties.

Specifically, under the emergency relief provisions of the Federal-Aid Highway Act (23 U. S. C. Sec. 125), plaintiff would be entitled to obtain reimbursement of a substantial portion of the costs incurred in reconstructing and repairing the bridge from the emergency fund specifically authorized by the Congress for expenditure by the Secretary of Transportation for the repair or reconstruction of highways on the Federal-aid highway system which have suffered serious damage as the result of disaster over

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a wide area, such as floods, severe storms, landslides, or other catastrophes. The destruction or collapse of the bridge in question was but one instance of the catastrophic disaster which took place over a wide area in the North Pacific section of the United States during the Christmas-week of 1964.

It is our understanding and plaintiff has been informally advised that the Federal Highway Administration has made a tentative or provisional commitment for reimbursement to the State for the costs of repairing and reconstructing the subject bridge, pursuant to the emergency relief provisions of 23 U. S. C. Sec. 125. The amount of such reimbursement to the State, under the formula set forth in 23 U. S. C. 120, will amount to 63.45% of the cost of such repairs and reconstruction, or $717,115.76 of the total of $1,130,206.09 of such costs incurred, as previously verified by the Government's audit under then Rule 43(d) of the Court.

Implementation of this commitment through actual reimbursement to the State has been held in abeyance by the Federal Highway Administration awaiting disposition of the pending litigation and a determination of the amount of the recovery that may be allowed the plaintiff by the Court. In the event of a favorable decision by the Court, allowing plaintiff full recovery of the costs of repair and reconstruction of the bridge, such result will obviate the necessity for any reimbursement to be made by the Federal Highway Administration under the emergency relief provisions of 23 U. S. C. Sec. 125. Similarly, any partial recovery allowed plaintiff by the Court would effectively reduce the actual costs to plaintiff in repairing and reconstructing the bridge, and, accordingly, would effect a corresponding reduction in the amount to be reimbursed by the Federal Highway Administration from the emergency relief fund.

Thus, it may be seen that, in the particular circumstances here, the ultimate question to be determined is the amount of the reimbursement to be obtained by plaintiff from the Federal Government either in the form of a judgment by the Court, reimbursement by the Federal Highway Administration from the emergency relief fund, or a combination of the two. The total costs of reconstructing and repairing the bridge, as verified, were $1,130,206.09 and plaintiff believes that the proof would ultimately establish its entitlement to recover judgment against the United States in this amount. However, as noted earlier, reimbursement of 63.45%, or $717,115.56 of this amount is available

to plaintiff from the United States under the emergency relief provisions of 23 U. S. C. Sec. 125. Accordingly, in terms of the reimbursement ultimately to be made by the United States, the unresolved question between the parties concerns only $413,090.33, representing the difference between the total costs of $1,130,206.09 incurred by plaintiff in reconstructing and repairing the bridge and the $717,115.76 of such cost reimbursable to plaintiff from the emergency relief fund.

In light of the particular circumstances surrounding this case, as outlined above, we wish to advise you that the plaintiff is prepared and willing to offer to compromise and settle its claim of $1,130,206.09 for the repair and reconstruction of theJohn Day River Bridge. Specifically, plaintiff offers to compromise and settle such claim as presently pending in the Court for the payment to it, pursuant to an appropriate judgment of the Court, of the sum of $565,103.05, representing 50% of the total of $1,130,206.09 claimed, with the understanding that this offer, its acceptance, the entry of any judgment pursuant thereto by the Court, the payment of any such judgment and/or its acceptance by plaintiff, will not operate to prejudice or constitute a waiver of plaintiff's rights to seek reimbursement under the emergency relief provisions of 23 U. S. C. Sec. 125 as to the balance of the costs of such reconstruction and repair subject to the formula for such reimbursement set forth in Sec. 120 of Title 23. Under such proposed settlement, judgment would be entered by the Court in plaintiff's favor in the amount of $565,103.05, and plaintiff would request reimbursement under the emergency relief fund from the Federal Highway Administration of 63.45% of the balance of the cost of reconstruction and repair of the bridge, or $358,557.88. In terms of the total obligation of the Federal Government, this proposed settlement would constitute, in effect, payment to plaintiff of slightly less than 50% of the $413,090.33 which, in fact, is actually the amount in dispute.

It is plaintiff's understanding that such resolution of the matter is acceptable to the Federal Highway Administration, and this offer is made upon the basis of that understanding. Accordingly, if your inquiries reveal that plaintiff is in error in its understanding of the position of the Federal Highway Administration in this regard, it is requested that you advise the undersigned before any formal action is taken toward acceptance of the proposed settlement.

As an alternative, plaintiff would offer to settle its claim of $1,130,206.09 on the following basis. Upon commitment by the Federal Highway Administration to reimburse plaintiff from the emergency relief

fund in the amount of $717,115.76, or the amount of the costs of reconstructing and repairing the bridge to which plaintiff would be entitled under 23 U. S. C. Sec. 125, plaintiff offers to compromise and settle the claim pending before the Court for payment to it of 50% of the balance of such reconstruction and repair costs, or $206,545.16.

Plaintiff would emphasize that under either of the alternative settlements offered herein, plaintiff is offering to accept 50% of the amount actually in dispute. Inasmuch as plaintiff believes that the proof would establish its entitlement to recover judgment against the United States in the sum of $1,130,206.09, the proposed settlement made herein constitutes a very liberal offer and a substantial concession by plaintiff for the immediate disposition of its claim.

As you know, this matter has been set for trial to begin in Portland, Oregon on September 8, 1970. In this circumstance, and to avoid unnecessary expense to the parties toward preparation for such trial, your prompt attention and decision on this matter will be appreciated.

Very truly yours,

JWG:ic

John W. Gaskins
Attorney for Plaintiff

RECEIVED
AUG 1

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

FOR F

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

DATE: August 7, 1970

In reply refer to: 08-35.1

6537

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

Eaimas
et Lindas

SUBJECT: Oregon Projects I-80N-4(5)112 and ER 96-1(1)
John Day River Bridge

at Johnson (urts)

As discussed with Mr. Lindas in connection with the subject projects, the settlement as set forth in U. S. Assistant Attorney General William D. Ruckelshaus' August 3 letter to Mr. John W. Gaskins of King and King law offices is considered satisfactory by the Federal Highway Administration.

Your attention is invited to the references to "23 U.S.C. 145" as contained in both the letter and the Stipulation of Settlement. It would appear that this reference should be to 23 U.S.C. 125.

Upon execution of the stipulation of settlement, claim may be made for reimbursement of Federal funds. Copy of the stipulation should accompany the voucher, making the proper deductions as set forth therein.

Simpson:nig

NOTED
A. E. JOHNSON

RECEIVED
AUG 10
OFFICE OF
STATE HIGHWAY ENGINEER

copy to Lindas
8-11-70

copies to Merchant + Morgan
8-11-70

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 14 1970
FOR FILING

ER-96(1)
6541

Files

Exhibit A

36.46 State
63.54 Fed.

Oregon State Highway Department
Salem, Oregon
Statement of Costs
John Day River Bridge Reconstruction
January 1965 to January 1967

Contract Payments (Schedule A-1)	$ 823,663.09
Construction Engineering (Schedule A-2)	47,027.33
State Force Order No. 1 (Schedule A-3)	592.63
State Force Order No. 2 (Schedule A-3)	3,104.30
Detours (Schedule A-4)	260,116.06
Total Costs	$1,134,503.41
Less: Scrap steel sold	(4,103.01)
TOTAL	$1,130,400.40
	718,256.41
	412,143.99

1,130,400.40
565,200.20
565,200.20
359,128.21
206,071.99

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JUN 15 1970
FOR FILING

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Salem, Oregon
June 4, 1970

Mr. Forrest Cooper
State Highway Engineer

O F F I C E

Our suit against the Corps of Engineers on the John Day Bridge is slightly over $1,000,000. They recently talked about a settlement with King & King in an amount that I believe roughly amounted to $200,000.

We have the restoration of the John Day Bridge programmed with the Bureau of Public Roads which on the normal ABC match ratio would require the State to pay about $400,000.

I believe if we could effect a settlement with the Corps that would reimburse the State for 50 percent of its expenses it would be a good compromise settlement. The matter was discussed with Bob Simpson and he stated that any payment from the Corps would have to apply to the overall project and then the 60-40 match ratio apply to the remainder.

This was reported to King & King and they were told that unless we could receive from the Corps of Engineers an amount of money that would represent at least 50 percent of our obligation, we would not be interested. Mr. McNulty of King & King stated that he knew we could get nowhere by working through channels with the BPR but that we would have to get our congressional delegation into the act and through Volpe get a determination made that any payment by the Corps would be State funds to use as we see fit and could be used for matching federal-aid.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Victor D. Wolfe

RECEIVED
LEE JOHNSON
ATTORNEY GENERAL
JUN 4 1970
[illegible]
ER-9c(1)
6537

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

507 State Highway Building

June 2, 1970

Mr. V. E. Skoog
Controller
434 State Highway Building
Salem, Oregon 97310

Re: State v. United States, Court of Claims,
United States, No. 208-67 (L-5477)

Dear Vern:

In connection with the Amended Petition filed in the above action to recover the costs of cleaning out and repairing the twin culverts near the Blalock Interchange, an itemized audit of the claim is needed by King & King, Washington, D. C., attorneys.

By letter of November 9, 1965, Mr. Maison forwarded Col. Frank D. McElwee, Contracting Officer, Corps of Engineers, an invoice establishing the cost at $23,005.86. Could you have this claim itemized and the supporting vouchers duplicated for forwarding to King & King.

I might add that upon the Amended Petition being filed, the Government will, no doubt, have your records audited as was the case for the John Day River Bridge claim.

Attached is a copy of a Request for Transfer of Cost Distribution from John Phillips to L. C. Smitton, dated August 4, 1965, which is the only itemization we have on this matter.

Very truly yours,

LEE JOHNSON
Attorney General

F. B. KLABOE

RECEIVED
JUN3 1970
OFFICE OF
STATE HIGHWAY ENGINEER

G. E. Rohde
Assistant Attorney General
Trial Division

GER:ks
attachment
cc: F. B. Klaboe

RECEIVED
LEE JOHNSON
ATTORNEY GENERAL
JUN 5 - 1970
FOR FILING
ER-9a(1)
L537

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM, OREGON 97310

507 State Highway Building

June 2, 1970

Mr. Ivan Merchant
Bridge Engineer
329 State Highway Building
Salem, Oregon 97310

Re: State v. United States, Court of Claims,
United States, No. 208-67 (L-5477)

Dear Ivan:

The above claim against the U. S. Corps of Engineers for recovery of costs, attendant to flood damages to the John Day River Bridge, is scheduled to commence in Oregon on or about August 31, 1970.

Mr. McNulty, of King & King, is scheduled to be in Oregon within the next two or three weeks to interview witnesses and to otherwise prepare for the hearing. He will be wanting to interview Mr. Gallagher during the time he is here and also alert him and assure his attendance at the hearing set for August 31.

Would you please get in touch with Mr. Gallagher to assure his availability at the times mentioned?

Very truly yours,

LEE JOHNSON
Attorney General

G. E. Rohde
Assistant Attorney General
Trial Division

GER:ks

cc: Tom Edwards

NOTED
TOM EDWARDS

NOTED
FORREST COOPER

NOTED:
R. L. Potter

RECEIVED
JUN 3 1970
OFFICE OF
STATE HIGHWAY ENGINEER

LEE JOHNSON
ATTORNEY GENERAL

DIARMUID F. O'SCANNLAIN
DEPUTY ATTORNEY GENERAL

RECEIVED
JAN 26 1972
FOR FILING

Box 1
ER-76(1)
6537

DEPARTMENT OF JUSTICE
507 State Highway Building
SALEM, OREGON 97310
TELEPHONE: (503) 364-2171

May 19, 1970

TRIAL DIVISION

THOMAS D. O'DELL
CHIEF TRIAL COUNSEL

J. BRADFORD SHILEY
ASSISTANT CHIEF TRIAL COUNSEL

WALLACE CARPENTER
LEONARD I. LINDAS
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

CLIFFORD A. ALLISON
JAMES A. BLEVINS
JAMES P. CRONAN
QUINTIN B. ESTELL
LAWRENCE J. HALL
LESLIE B. HAMPTON
ROBERT A. HOLLAND
DONALD J. HOWE
E. DAVID LADD
JAMES F. LARSON
KEITH R. MALONEY
JOHN R. MCCULLOCH
FRANK C. MCKINNEY
EARL M. PRESTON
GEORGE K. ROHDE
JACK L. SOLLIS
CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

Mr. Forrest Cooper
State Highway Engineer
138 State Highway Building
Salem, Oregon

Re: State v. U. S. (John Day Bridge)
U. S. Court of Claims 208-67 (L-5477)

Dear Forrest:

Mr. Paul McNulty, of King & King, fee counsel employed in connection with trial of the above matter, informed me recently of a feeler received from counsel for the Corps of Engineers of a possible settlement.

The gist of the conversation was that, if the Bureau of Public Roads would commit the programmed emergency funds to the State for the reconstruction of the John Day Bridge, counsel for the Corps would recommend splitting the difference of the remaining reconstruction cost.

Mr. McNulty was of the opinion this would possibly necessitate Chairman Jackson and such of our congressional delegation as would assist, to meet with Secretary of Transportation Volpe to secure Volpe's directive to the Federal Highway Administration to so commit the Federal funds.

He was of the opinion similar action had been approved in the past without viewing the amount to be paid by the Corps as the use of Federal funds in matching Federal funds. That the funds to be paid by the Corps being in settlement of a court action, such funds then being solely the State's to use as they saw fit.

I spoke to Mr. McNulty again this morning and he felt the above matter should be pursued expeditiously, since he feels a settlement as indicated to be in the best interests of those concerned.

As you know, the case is set for hearing on August 31, so action looking to the possibility of a settlement should be dealt with

NOTED
FORREST COOPER

rather quickly if the Chairman and yourself feel the settlement to be in our best interest. I would so recommend if the programmed Federal funds could be so committed as above indicated.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. Lindas
Assistant Attorney General
and Counsel to Highway Division

LIL:ks

LEE JOHNSON
ATTORNEY GENERAL

DIARMUID F. O'SCANNLAIN
DEPUTY ATTORNEY GENERAL

MAY 18 1970

EK-76(1)
6227

DEPARTMENT OF JUSTICE
507 State Highway Building
SALEM, OREGON 97310
TELEPHONE: (503) 364-2171

May 12, 1970

TRIAL DIVISION

THOMAS D. O'DELL
CHIEF TRIAL COUNSEL

J. BRADFORD SHILEY
ASSISTANT CHIEF TRIAL COUNSEL

WALLACE CARPENTER
LEONARD I. LINDAS
ASSISTANT ATTORNEYS GENERAL AND COUNSEL

CLIFFORD A. ALLISON
JAMES A. BLEVINS
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QUINTIN B. ESTELL
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FRANK G. MCKINNEY
EARL M. PRESTON
GEORGE E. ROHDE
JACK L. SOLLIS
CARLOTTA H. SORENSEN
ASSISTANT ATTORNEYS GENERAL

Oregon State Highway Commission

Re: State v. United States, U.S. Court of Claims, John Day Bridge (L-5477)

Gentlemen:

While in Washington, D. C. last week I had occasion to meet with Paul McNulty, local counsel employed for the trial of the above matter, a Court of Claims case.

Mr. McNulty informs me the Commissioner assigned by the Presiding Judge of the Court of Claims to take evidence in the matter will be in Portland on Monday, August 31, 1970, for that purpose.

Barring some unexpected developments, the trial before the Commissioner should proceed expeditiously. However, report of his findings and recommendations to the Court may take some time, so I am informed. At least we can get started in the presentation of our evidence on August 31.

Very truly yours,

LEE JOHNSON
Attorney General

L. I. LINDAS
Assistant Attorney General
and Counsel to Highway Division

LIL:hg

cc - Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. B. Klaboe
Mr. Floyd Query
Mr. G. E. Rohde
Mr. D. H. Moehring
Mr. V. E. Skoog
Mr. Kim Whitman

NOTED
FORREST COOPER

RECEIVED
MAY 18 1970
OFFICE OF
STATE HIGHWAY ENGINEER

MAR 24 1970
FOR FILING

OREGON STATE HIGHWAY DIVISION

EK-11.(1)

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

March 23, 1970

Paul McNulty, Esq.
King & King
Suite 600, Sunderland Bldg.
1320 - 19th Street, N.W.
Washington, D. C. 20036

Re: State vs. United States
(Corps of Engineers)
(John Day Bridge)
L-5477

Dear Paul:

I've explored with our people the possibility of looking with favor on the settlement feeler tossed out by Counsel for the Corps.

They were interested until it was discovered that any payment made by the Corps would be deducted from the programmed $1,313,000 under disaster funds, the balance requiring 40% of State matching funds.

As I understand it, the arithmatic would be as follows:

$1,313,000	Approved amount being sought
200,000	Corps' offer in possible settlement
1,113,000	
445,200	State's share of matching funds
667,800	B.P.R. share

NOTED
R. L. PORTER

The consequence is the State feels the offer is hardly enticing, since, as they look upon it, they haven't really gained much. Is it possible the Corps would agree to pay 50%--or approximately $660,000? I'm sure they would be interested if such an arrangement could be made. Do you have any counter suggestions?

May I hear from you respecting this.

Kindest regards,

L. I. LINDAS
Assistant Attorney General
and Counsel

LIL:bg

cc - F. C. McKinney
R. L. Porter

RECEIVED
MAR 23 1970
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1972
FOR FILING
ER-96(1)
File

Bureau of Public Roads
Box 300
Salem OR 97308

March 19, 1970

08-35.1

Original signed by
R. E. Simpson
Division Engineer

R. E. Simpson, Division Engineer

Oregon Projects ER-96(1) and 96(2)
John Day River Bridge (Sherman and Gilliam Counties)

Chief Counsel Leonard I. Lindas, his assistant Mr. Frank McKinney, and Deputy State Highway Engineer R. L. Porter visited my office today in connection with the subject projects. They came to determine if Public Roads would be willing to participate to the extent of the regular matching ratio of ER funds should a compromise settlement be made between the State and the Corps of Engineer as a result of an impending lawsuit after a flood washed out the John Day River Bridge.

The State's attorney, Mr. Paul McNulty of King and King attorneys, Washington, D.C., made inquiry as to the above compromise settlement, which he considered was a possibility inasmuch as the Corps of Engineers' attorneys had made gestures toward compromising the case.

The basic issue is to determine whether the funds collected from the Corps must be applied as Federal funds in the participating costs for the ER project. The case in question involves total cost of the project, $1.3± million.

The Federal-Aid Project Agreement (form PR-2) carried the additional provision -

> Determination of the responsibility by the Corps of Engineers to the State of Oregon under Article 8 of their October 25, 1961 contract no. DA-45-164-CIVENG-61-103 shall be decided before Federal-Aid funds are advanced to the State for reconstruction under the Emergency Relief provisions of Section 125 of Title 23, U.S.C.

During a conference telephone call among Messrs. Phillips, Rutledge, Backlund, and myself the above question was raised in an informal way for determination, in order to convey to the State our position

(more)

for consideration. If a settlement was approved, formal request would be made to proceed with the final payments on the subject project.

cc:
Region (08-00.1)
Region (08-00.11)

Simpson:nig

NOTE (later on 3-19-70):

After discussion by Regional office personnel with attorneys of the Washington office and the office of Mr. Harry Cunningham, Regional Counsel, Region 7, Messrs. Phillips and Rutledge placed a conference call to me, advising -

> It is the general policy that where outside source of funds are obtained in connection with a project, the funds obtained are used to reduce the cost of the project, and the remainder adjudicated between the Government and the State on the regular pro rata basis.

(This information was conveyed to Mr. Porter.)

R. E. Simpson

RECEIVED
JUN 6 - 1969
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

EP-76(1)
6537

June 6, 1969

Oregon State Highway Commission

Re: State of Oregon vs. United States
File L-3477

Gentlemen:

At the last Commission meeting Mr. Rohde briefly advised you of the status of the above-mentioned John Day Bridge case, and promised he would forward you a copy of our last letter from the law firm of King & King, attorneys in Washington, D. C., who are representing the State in this matter.

In accordance with Mr. Rohde's promise, please find enclosed a copy of the letter to which he referred.

Very truly yours,

C. E. ROHDE
Chief Counsel

By

FRANK C. McKINNEY
Assistant Counsel

FCMcK:ks
enclosure

cc: Forrest Cooper
R. L. Porter
Tom Edwards
Ivan Marchant
L. I. Lindes
C. E. Rohde

NOTED
FORREST COOPER

RECEIVED
JUN 5 1969
OFFICE OF
STATE HIGHWAY ENGINEER

5477

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
LOREN K. OLSON
JOHN A. McWHORTER
SCOTT G. RIGBY
PAUL E. McNULTY

J. GERALD MAYER
COUNSEL

ROBERT H. BURRAGE, JR.
JOSEPH M. ZORC
DOUGLAS K. OLSON

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D. C.

TELEPHONE 296-5195
(AREA CODE 202)

April 30, 1969

RECEIVED
MAY 2 1969
LEGAL & RIGHT OF WAY

Leonard I. Lindas, Esquire
Staff Attorney
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Re: State of Oregon v. United States,
Ct. Cl. No. 208-67

Dear Mr. Lindas:

Reference is made to your recent letters and to my conversation with Mr. Rohde last week.

The discovery material requested by the Government's attorney has been received, reviewed and delivered to Mr. Donlan of the Department of Justice. Pursuant to your letterof April 14, 1969, I have advised Mr. Donlan that Item 4-10 could not be located, and that Item 5-1 is believed to be included in Item 7-1. I have also advised him that the photographs (Item 7-5) are being developed and will be furnished in the near future. As soon as these photographs are available, I would appreciate it if you would forward them to me.

With reference to the number of xerox sheets (2,127), what agreement, if any, was reached with Mr. Donlan regarding the cost of duplicating the same? As you may know, we have taken exception to the $.50 per sheet which theFederal Highway Administration has attempted to charge for furnishing documents covered by our discovery motion. In the same regard, the Corps of Engineers billed us at the rate of $.15 per letter size sheet for 1,365 xerox copies of materials obtained by us on discovery from that office. Accordingly, if a bill is to be submitted to the Department of Justice for the xerox copies furnished under its discovery motion, I would suggest that we adopt the rate of $.15 per sheet charged by the Corps of Engineers.

With reference to your letter of April 16, 1969, inquiring with respect to the pre-trial conference, the conference presently contemplated for late August or early September of this year is, in reality, a preliminary meeting,

principally for the purposes of discussing the possibility of reaching agreement on some of the factual issues, and to identify the probable extent of the documentary evidence that will be offered at the trial. However, it is not intended that this conference will result in a definitive order by the Commissioner, limiting the issues or the documentary evidence in this case.

In this same connection, I should summarize the Court of Claims trial procedures, in the event that you are unfamiliar with the same. The actual trial hearing will be held before a Commissioner of the Court. Following completion of the trial and the filing of the transcript by the reporter, we, as the plaintiff, will then prepare and file with the Commissioner our requested findings of fact, which is a definitive summarization of the facts as we see them, supported by citations to the evidence in the record for each of the factual statements. The Government will then file its requested findings of fact, coupled with its response to our requested findings of fact. Under the Court's rules, the plaintiff then files its response and objections to the Government's requested findings.

Upon completion of the submission of requested findings by each party, the Commissioner then prepares his report on the facts to the Court. The plaintiff then files its exceptions to the Commissioner's findings of fact and its brief on the law with the Court, and the defendant responds thereto, with the plaintiff filing its reply to the Government's brief. At this point, the case is then placed on the calendar for oral argument before the Court, and the Court's decision is rendered within 2 or 3 months thereafter.

As you can readily see, the procedure involved in bringing a case to final decision by the Court is rather a time-consuming one under the best of circumstances. While it is obviously impossible to predict the time that would be ultimately required in any given case, if we were to assume that the trial of this case were completed this fall, it would not be unusual for the completion of the submission of the requested findings by each party to require the better part of another year. Nor would it be out of the ordinary for the Commissioner to take 8 months to a year to issue his report to the Court on the facts, and for the briefing to the Court to consume the better part of 6 to 8 months before the case was ready for oral argument.

Thus, if the trial is completed this fall, it would not be unlikely that the Court would not render its final decision until 2 to 2-1/2 years thereafter. Of course, the major portion of this time is devoted to awaiting action either by the defendant, the Commissioner, or the Court, and only a relatively small percentage of the same represents active work on our part in preparing and submitting the plaintiff's requested findings and briefs.

KING & KING

3 - Leonard I. Lindas, Esquire, April 30, 1969

I will be out of the country in connection with another matter during the early part of May, but will immediately undertake to prepare the necessary amendment to the petition to cover the claim relating to the culverts at the Blalock interchange upon my return.

I am looking forward to working with you in the preparation and trial of this matter, and will keep you advised of my schedule in this regard.

Very truly yours,

Paul E. McNulty

PEM:ic

cc: Mr. G.E. Rohde

RECEIVED
APR 17 1969
FOR THE

OREGON STATE HIGHWAY DEPARTMENT

NOTED
R. L. PORTER

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

April 16, 1969

Mr. Paul McNulty, Esq.
King & King
Attorneys at Law
Suite 400 - Farragut Building
900 - 17th Street N.W.
Washington, D.C. 20006

Re: State of Oregon v.
United States
Case No. 208-67
Our File L-5477
John Day Bridge

Dear Mr. McNulty:

In conferring with George Rohde this date, he inquired as to what your best estimate was as to the time the above matter might reach the pre-trial and trial stage.

I informed him that you had commented to me during our phone conversation of several days ago, you felt pre-trial would take up about the last of August or the first part of September.

For the purposes of primarily scheduling cases, leave, etc., would you write us advising if we could with some assurance rely on the above dates. We realize, of course, dates of hearings are subject to Court action.

Kindest personal regards.

Very truly yours,

G. E. ROHDE
Chief Counsel

By L J L

LEONARD I. LINDAS
Staff Attorney

RECEIVED
APR 28 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 16 1969
OFFICE OF
STATE HIGHWAY ENGINEER

LIL:gc

cc: G. E. Rohde
Frank McKinney
Les Hampton
R. L. Porter
F. B. Klaboe

RECEIVED
APR 15 1969
FOR

NOTED
R. L. PORTER

OREGON STATE HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

April 14, 1969

Mr. Paul McNulty, Esq.
King & King
Attorneys at Law
Suite 400 - Farragut Building
900 - 17th Street N.W.
Washington, D. C. 20006

Re: State of Oregon v.
United States
Case No. 208-67
Our File L-5477
John Day Bridge

Dear Mr. McNulty:

Just a line to confirm our telephonic conversation of this date, respecting our desire to have you amend the pleadings in the above case to include a claim for our costs of $23,005.86, expended in cleaning two 84" multi-plate culverts located within the Blalock Interchange. (See Mr. Rohde's letter to John W. Gaskins of 9-6-67)

Also, I hasten to inform you that of the material requested by Mr. Donlan, Mr. Keith Martin, of our department, informs me of the following:

1. The Construction Division were unable to locate file 2-7-5 B, No. 10 from Box 4

2. The Construction Division could not find the enclosure with item 5-1, but it is believed it is included in item 7-1 (copy only)

3. The photos in 7-5 are being developed and will be sent to you for checking

4. There were 2,127 xerox sheets.

The latter item is for your information relative to costs involved.

As I become more familiar with the facts involved, I believe I will be of more assistance to you in your preparation of this matter for trial. In the interim, please do not hesitate to call upon me if there is anything at this end I may do for you. Best regards.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

LEONARD I. LINDAS
Staff Attorney

LIL:gc

cc: Frank McKinney
Les Hampton
R. L. Porter
F. B. Klaboe
Keith Martin

RECEIVED
APR 14 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 8 - 1969
FOR FILING
ER 7-0
L537

URECA, INC.

CONSULTING ENGINEERS

10401 N. E. MARX ST.
P. O. BOX 20457
PORTLAND, OREGON 97220
PHONE: 503/255-6240

April 5, 1969

Re: John Day River Bridge
Hydrologic Study

Mr. Tom Edwards
Assistant State Highway Engineer
State Highway Department
Salem, Oregon 97310

Dear Mr. Edwards:

I have proceeded to correspond with Mr. George Rohde relative to the limited work requested by Mr. Paul McNulty of King and King. I shall look forward to hearing from Mr. Rohde in the near future.

Inasmuch as I had heard a rumor similar to the one you heard regarding the availability of Mr. Leslie Helgesson, I proceeded to ascertain that he is, although retired, still very much available and is presently residing in Los Altos, California. It was Paul McNulty's thought that in light of the new information it might be advisable to acquaint Mr. Helgesson with all of the facts that have been discovered since the date of the Tudor Report to the end that he might possibly reconsider some of the hastily prepared and broad conclusions contained in his report to the then Governor of the State of Oregon. No action on this will be taken, of course, until Mr. McNulty and Mr. Rohde have discussed the matter and reached a decision.

I wish to express my appreciation for your clarification for me of the State of Oregon's position in the Lambert Bend Bridge project so that I may properly advise Mr. Tom Brand of Salem relative to obtaining the design characteristics of the bridge, approach fills, and overflow section.

I shall accept your admonition with recalcitrance, however, it is the nature of the phase of consulting engineering we have been most successful in and that our company has made significant discoveries in that leads us to controversial intersections. The main projects in which we are now engaged are no less controversial. Fortunately, we are usually permitted to present our findings in a court of law where the proceedings are not allowed to get out of hand regarding accusations by one side against the other while the accused is without the right of rebuttal.

Very truly yours,

URECA, INC.

Ronald McReary, P.E.

RECEIVED
APR 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

cc: Mr. George Rohde

URECA, INC.

CONSULTING ENGINEERS

10401 N. E. MARX ST.
P.O. BOX 20457
PORTLAND, OREGON 97220

PHONE: 503/255-6240

April 5, 1969

Re: John Day River Bridge
Hydrologic Study

Mr. George Rohde
Chief Counsel
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Rohde:

I have discussed the status of our work on the John Day River Bridge and my recent meeting with Mr. Paul McNulty of King and King in Washington, D.C., with Mr. Tom Edwards. During this discussion Mr. Edwards advised me that I should contact you regarding this matter.

In view of Mr. McNulty's schedule in this case and the limited work which we must do evaluating this new information, we feel it is necessary to meet with you and discuss the situation as it presently exists.

Inasmuch as we have valuable data, documents and exhibits here in our offices, it would seem more practical if you or your representative could arrange to meet with us here.

I will look forward to hearing from you at your earliest convenience. If you have any questions regarding the urgency of this meeting, please call me as some of the primary areas of concern are of a complex nature and cannot be outlined effectively in a letter.

Very truly yours,

URECA, INC.

Ronald McReary

Ronald McReary, P.E.

RM:rc

cc: Mr. Tom Edwards

RECEIVED
APR 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1972

FORM L-30 SOM 10-68 SP*23401-734

ER 1.6(1)
6-7-7

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
September 23, 1968

To: MEMORANDUM TO FILE:

SUBJECT: State of Oregon v. United States
John Day Bridge
L-5477

Recently Mr. Paul E. McNulty, attorney with the law firm of King & King, Suite 400, Farragut Building, Washington, D. C., 20006, called Mr. Rohde and advised him of the following:

1. The United States attorney handling the John Day case has advised the Court that the government has all of the documents ready that were requested by the State in their Motion for Discovery. Mr. McNulty is planning to be in Oregon from September 30th to October 4th, 1968, to inspect the said government documents. Apparently most of the material is in Walla Walla, Washington, although there may be some in Portland, Oregon.

2. Mr. McNulty is desirous of having an engineer from the State Highway Department go over the government material with him. (On this date I contacted Mr. Tom Edwards who informed me that Mr. Ivan Merchant would be available for this assignment.)

3. Mr. McNulty also requested to be informed, when he arrives, whether or not the state material requested by the U. S. Government was ready and available. If so, he wishes to review all of the state material prior to informing the Court that it is available for U. S. inspection. (The Bridge Department has assigned Keith Martin to assemble the documents in our possession that were requested by the U. S. Government. In addition, letters have gone out to all of the state agencies who might possibly have some information on the John Day with the request that they inform us whether they do or do not have such information. They are to reply by September 30th, 1968. The government's Motion included all state agencies in the same manner as ours included all federal agencies.)

4. With respect to the Dr. Dickson Estate Case, Mr. McNulty desired to know if it had been set for trial and, if so, he wishes to discuss it with the state's insurance attorney Kip Lombard. (A call to Mr. Lombard indicates that the Dickson case has been set for the week of November 18th. Mr. Lombard indicates he would be pleased to discuss the case with Mr. McNulty and if Mr. McNulty had no conflicts, to have him present during the trial. Mr. Lombard further

NOTED
TOM EDWARDS

stated that there has been considerable negotiations carried on by the plaintiff, U. S. Government, and the State's insurance carrier. While no settlement has been reached, at least all parties are apparently still willing to negotiate and he is hopeful that a mutual agreement might be reached before November 18th.)

5. Mr. McNulty expressed his desire to sit in on the Dickson case in the event it went to trial since he has been informed that the U. S. Government Attorney handling the State vs. U. S. case on the John Day Bridge is going to actively participate in the U. S. defense in the Dickson Case. At present, however, he has a conflict on the week of November 18th.

FRANK C. Mc KINNEY
Assistant Counsel

FCMcK/bdr
cc: Tom Edwards
G. E. Rohde
Ivan Merchant

RECEIVED
SEP 24 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1972
FOR FILING

ER-96(1)
6537

STATEMENT

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

10401 N.E. MARX STREET
P.O. BOX 20457
PORTLAND, OREGON 97220
AC 503/255-6240

April 10, 1968

File #147

Re: John Day Bridge
Hydrologic Study

Oregon State Highway Department
Salem
Oregon 97310

For professional services rendered per attached Invoices:

January, 1968	$1,819.34
February, 1968	6,910.00
March, 1968	6,544.08
April, 1968	2,106.95
Balance Due	$17,380.37

Orig + 2 copies
to Maison
4-22-68

Approved 4/19/68
Asst. State Hwy. Engr.

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

RONALD McREARY, P.E.

10401 N.E. MARX STREET
P. O. BOX 20457
PORTLAND, OREGON 97220
AC 503/255-6240

April 10, 1968

File #147

Re: John Day Bridge
Hydrologic Study

Oregon State Highway Department
Salem
Oregon 97310

For Professional Services rendered in connection with the above named project during the period April 1 - 10, 1968.

Professional Engineer	24 hrs. @ $20.00	$ 480.00
Engineering Technician	89 1/2 hrs. @ $12.50	1,118.75
Stenographic Services (Report Preparation)	64 hrs. @ $ 7.50	480.00
Prints		28.20
		$2,106.95

THANK YOU

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

10401 N.E. MARX STREET
P.O. BOX 20457
PORTLAND, OREGON 97220
AC 503/255-6240

March 31, 1968

File #147

Re: John Day Bridge
Hydrologic Study

Oregon State Highway Department
Salem
Oregon 97310

For professional Services rendered in connection with the above named project during the Month of March 1968.

Professional Engineer	29 hrs. @ $20.00	$ 580.00
Engineering Aide	159 1/2 hrs. @ $15.00	2,392.50
Engineering Tech.	191 hrs. @ $12.50	2,387.50
Stenographic Services (Report Preparation)	94 1/2 hrs. @ $7.50	708.75
Engineering Geologist	18 hrs. @ $12.50	225.00
Photos, Maps, Repoduction & Prints		174.38
Photographic Supplies		8.10
Telephone		67.85
		$6,544.08

THANK YOU

INVOICE

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

10401 N.E. MARX STREET
P.O. BOX 20457
PORTLAND, OREGON 97220
AC 503/255-6240

February 29, 1968

File #147

Re: John Day Bridge
Hydrologic Study

Oregon State Highway Department
Salem
Oregon 97310

For professional services rendered in connection with the above referenced project during the Month of February 1968.

Professional Engineer	30 hrs. @ $20.00	$ 600.00
Engineering Aide	260 hrs. @ $15.00	3,900.00
Engineering Tech.	161 hrs. @ $12.50	2,012.50
Stenographic Services (Report Preparation)	48 hrs. @ $ 7.50	360.00
Projector Rental		9.20
Photos, Maps & Reproductions		28.30
		$6,910.00

THANK YOU

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

10401 N.E. MARX STREET
P.O. BOX 20457
PORTLAND, OREGON 97220
AC 503/255-6240

January 31, 1968

File #147

Re: John Day Bridge
Hydrologic Study

Oregon State Highway Department
Salem
Oregon 97310

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

For professional services rendered in connection with the above named project during the Month of January 1968.

Professional Engineer	31 hrs. @ $20.00	$ 620.00
Engineering Aide	13 1/2 hrs. @ $15.00	202.50
Engineering Tech.	79 hrs. @ $12.50	987.50
Telephone		8.34
Photos & Reproductions		1.00
		$1,819.34

THANK YOU

RECEIVED
JAN 26 1972
FOR FILING

FORM E-123X 50 M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

ER-96(1)
6-27

AIRMAIL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 8, 1968

Mr. Paul E. McNulty
Attorney at Law
Suite 400, Farragut Building
900-17th Street N. W.
Washington, D. C. 20006

Re: State of Oregon vs. The United States
Ct. Cl. No. 208-67
Our File L-5477

NOTED
FORREST COOPER

Dear Mr. McNulty:

Thank you for your letter of April 2 enclosing the defendant's reply to plaintiff's motion for discovery, as well as defendant's cross-motion for discovery.

While I appreciate that the federal rules with respect to discovery are considerably more lenient than those of Oregon, it appears to me that the defendant's motion for discovery is extremely broad in all categories.

For example, in practically every paragraph they not only request correspondence, memoranda, diaries, reports, studies, notes and other documents, whether formal or informal, prepared by the employees or officials of the State Highway Commission, but extend this request to include "any other agencies of the state."

In addition to counties and various subagencies that are along the John Day River, the state has many other agencies and subagencies which for purposes of their work may have at some time had studies made along the John Day River. Such broad questions, if allowed, could take a considerable length of time and would result in no material gain if discovered. We would have no objection to discovery insofar as the Highway Commission's files are concerned as

to what information our people had on which they may have based decisions, but for us to search the files of the Department of Agriculture, Columbia River Gorge Commission, State Engineer's Office, Fish Commission, Pacific Marine Fishery Commission, Forestry Department, Game Commission, Department of Geology, Division of State Lands, Military Department, Committee on Natural Resources, Committee on Oceanography, State Department of Police, Public Utility Commissioner, Committee of Soil and Water Conservation, and Water Resources Board for anything and everything that may have pertained to the John Day River seems a little bit ridiculous.

I can assure you that we do have adequate records on which the design and change in design of the bridge were made. In the normal course of our construction we conduct our own investigations, except where by agreement, as in this case, certain work was to be done by the Corps of Engineers. Any information which we might have received from state agencies would, of course, be in our files and if they are concerned with these reports, a review of the Highway Commission's records would reveal them.

The manner in which the motion is couched, however, would indicate that we would have to go to all of the above agencies (and perhaps others) for any information they might have on the John Day River. Therefore, we believe the motion should be directed to the plaintiff, State of Oregon, by and through its State Highway Commission, and any and all records pertaining to the John Day River Bridge as further identified through their separate description.

If their motion is granted, perhaps some understanding can be reached as to how much time and effort the department should exert in trying to determine if any of these other agencies might have records on the John Day River which, of course, were not used or relied upon.

As per your request I am enclosing a copy of the complaint in the Dickson case. Following the complaint the plaintiff submitted numerous interrogations and has taken several depositions. I have requested the defending law firm in this case to supply us with the balance of the pleadings

that have been filed.

It generally seems that when an insurance company defends state employees it is very lax in keeping us current with the action. I am certain you will wish to examine the depositions and some of the interrogatories. We will forward these to you within the near future.

I might also mention that I recently got a call from Mr. Belfrey, the FBI agent who did the auditing. Mr. Belfrey stated that he had a request from the Department of Justice to determine whether we had an "inspection schedule for the bridge, particularly after such time as riprap was backfilled around the piers." I advised him I would look into the matter and let him know. Unless you advise to the contrary, I will notify Mr. Belfrey that the Department of Justice has just filed a discovery motion and we think any information they need should be handled in this manner.

As a matter of fact our maintenance engineers inspect the piers of state highway bridges that are subject to water action every six months, and the balance of the bridges at least annually. They also inspect if high water or floods occur which might cause scour to any of the piers.

We would appreciate you advising us as to the court's action on the defendant's motion and also when we may be expected to produce the material. We assume these documents will be examined in Salem and that you will wish to be present.

I trust the above will be of assistance to you. If we can be of any further assistance, please notify me.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:ks
enclosures
cc: Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Ivan Merchant

RECEIVED
JAN 29 1968
ER-96(1)
6537
RONALD McREARY, P.E.

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES
Professional Engineers • Consultants • Appraisers

10401 N.E. MARX STREET
P. O. BOX 20457
PORTLAND, OREGON 97220
AC 503/255-6240

February 27, 1968

6404

Re: John Day River Bridge
Hydrologic Study

Mr. Tom Edwards
Assistant State Highway Engineer
State Highway Department
Salem, Oregon 97310

Dear Mr. Edwards:

Reference is made to your letters of January 23, and February 15, 1968. As outlined in my letter to you on January 10, the work done since December 13, 1967 has been that necessitated to summarize and illustrate our findings in this matter. This work was made essential by the pending conference to held in January, but was cancelled pursuant to your letter of January 23.

As was agreed in the conference in October, it was deemed absolutely essential that we confirm the existence of talus deposits in the Columbia River, outside the mouth of the John Day River. You will no doubt recall that the field work, to sound the river bed, was performed by state forces, and contour maps reflecting these soundings were prepared by one of your field offices. Although we expressed an urgent need for these maps to Mr. Al Rear, Mr. William Tebeau and Mr. Dick Lenz, we did not receive this information until it was forwarded to us on January 29, 1968 by Mr. Ivan Merchant.

Careful study by our engineers of these drawings and of the maps which we had obtained from the Corps of Engineers, Walla Walla, Washington, indicated that the contours shown on the drawings forwarded with Mr. Merchant's letter were plotted incorrectly. When you have had an opportunity to inspect these drawings and compare them to those which we have made, we feel you will agree that the present topography of the river bottom reveals the existence of a major deposit at the mouth of the John Day River, logically created by the December 1964 talus movements out of the John Day River into the Columbia River.

Al Rear
Dick L

RECEIVED
FEB 29 1968
OFFICE OF
STATE HIGHWAY ENGINEER

This information, together with other maps which we anticipate receiving from your office today, should more clearly verify the occurrence of the alleged talus movement.

The precise nature of the material deposited in the Columbia River is of course unknown, and the commencement of the filling of the John Day Dam pool in April, 1968 will render determination of it virtually impractical. I had hoped that the merits of this, as previously discussed with Mr. Rear, could be discussed at the January meeting.

The decision, without consulting with us, to take soundings for only a limited distance below the mouth, leaves us without adequate knowledge as to the limit of the deposit downstream. We feel that this will tend to render our findings less effective regarding the nature and quantity of the scouring materials.

As you may, or may not be aware, we have been instructed previously by Mr. Paul McNulty, of King and King that under no circumstances were we to prepare a report, narrative, or otherwise, due to the broad rights of pre-trial discovery, which is the privilege of the Federal Government in the Court of Claims. Mr. McNulty's primary concern is that he know what our findings are before they are made the subject of any report, presumably so that he may determine the materiality and effect of any particular point which we may raise. Obviously, this places us in an untenable position, since you have asked for a report and the law firm retained by you has issued instructions not to prepare a report.

It is my belief that this situation can be remedied by a conference as was planned in January with all parties concerned. We are preparing for such a meeting with the hope that the requested information concerning the Corps of Engineers records on the U. P. RR bridge might also be available at that time. Our schedule of trial work is extremely heavy through the 15th of March, when we will have completed preparation of a form of report which hopefully will satisfy your needs, and yet be within the limitation set by your counsel.

We would hope that a meeting may be held at your convenience in our new offices where our staff and all of our work would be available as needed, thus minimizing the cost of the meeting.

Very truly yours,

URECA, INC.

Ronald McReary, P. E.

RM/jmc

RECEIVED
JAN 26 1972
FOR FILING

ER-96(1)
6537

February 15, 1968

Mr. Ronald McNeary, P.E.
URECA, Inc.
P. O. Box 20457
Portland, Oregon 97220

6362

Re: John Day Bridge
Hydrologic Study

Dear Mr. McNeary:

On December 13, 1967, Mr. A. A. Rear asked that you stop work on the John Day River Bridge assignment until a conference could be held to evaluate your accomplishment and issue instructions for further work.

Since you had been instructed to discontinue work on this project, it is difficult to justify the expenditure of funds for 123¼ hours of work done during the month of January.

Your January statement will be held in abeyance until the forthcoming conference is held, at which time it will be considered for payment.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
G. E. Rohde

AAR:jr ja

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

RONALD McREARY, P.E.

10401 N.E. MARX STREET
P. O. BOX 20457
PORTLAND, OREGON 97220
AC 503/255-6240

January 31, 1968

Re: John Day Bridge
Hydrologic Study

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

For professional services rendered in connection with the above named project during the month of January 1968.

Professional Engineer	31 hrs. @$20.00	$ 620.00
Engineering Aide	13½ hrs. @$15.00	202.50
Engineering Technician	79 hrs. @$12.50	987.50
Telephone		8.34
Photos & Reproductions		1.00
		$1819.34

THANK YOU

Ron

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FEB - 5 1968
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILES
EK-96(1)
6537

January 23, 1968

6310

Mr. Ronald McReary, P.E.
URECA, Inc.
P. O. Box 20457
Portland, Oregon 97220

Dear Mr. McReary:

Please prepare a narrative report on the progress of the work on the John Day River Bridge. The report should include:

1. A description of the work performed to date.

2. Your findings and conclusions, based on your accomplishments to date.

3. Your analysis of the work remaining to complete your assignment.

After your report has been analyzed, we will be in a better position to issue instructions for the progress of your work. We will, therefore, delay establishing the date for a conference with your organization and representatives of King and King until we have had an opportunity to review your report.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter (enc.)
Victor D. Wolfe
Ivan Merchant
G. E. Rohde (enc.)

AAR:jr ja

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

RONALD McREARY, P.E.

10401 N.E. MARX STREET
P. O. BOX 20457
PORTLAND, OREGON 97220

January 10, 1968

Re: John Day Bridge

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

Gentlemen:

Mr. Al Rear requested on December 13, 1967 that we limit our current efforts to preparation of our findings for the pending conference, during January, with you and a representative of King and King. In accordance with Mr. Rear's request, we ceased all new work and restricted it to that required to substantiate the tentative conclusions we had reached at that time. It has required our efforts during the balance of the month of December and the first ten days of this month to assemble this information into suitable form for presentation at the pending conference.

At the time Mr. Rear made this request we were pursuing the portion of the work previously authorized involving the effect of the heavy talus load in the stream and its scouring effect on consolidated material near and under Pier 3. Our studies have revealed many facts and references which we feel confident will prove helpful to the talus slide and scour concept, and we are prepared to report on this at the time of the conference.

We understand that the river bed topography by state crews at the mouth of the John Day River has been completed and that the drawings have been in preparation for some time. We have no word at this time as to the facts revealed by the river soundings, but we are anxiously awaiting receipt of these drawings so that we may determine its relativity to other conclusions which otherwise seem to be supportable. We were hopeful of having these for review before the pending conference.

We have suspended our work pending direction and advice from you and your legal counsel relative to finalizing the presentation for the court proceedings. It is regrettable that the busy schedules of all concerned have prevented the conference taking place by this time. Our schedule of court preparation and testimony is quite heavy for the last ten days in January and the last ten days in February. We will look forward to hearing from you as to a date for the conference.

RECEIVED
JAN 12 1968
OFFICE OF
STATE HIGHWAY ENGINEER

We are pleased to inform you that we have removed our offices from our former location to more satisfactory office and laboratory facilities in Parkrose at 10401 N.E. Marx Street. Our new telephone number is 255-6240. We welcome your inspection of our new facilities at your convenience.

Very truly yours,

URECA, INC.

Ronald McReary, P.E.

RM:aen

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
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7,8,9,10,11,12,1,2,3,4,5,6

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SP°23657-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 11, 1968

ER-96(1)
6537

To: Mr. C. H. Maison
Controller

SUBJECT: State of Oregon vs.
United States
Case No. 208-67
John Day Bridge Claim

B u i l d i n g

Herewith is a copy of letter from King and King relating to the schedule of costs of repair. You will note that the aforementioned attorneys have filed the schedule in the Court of Claims and that the same will be subject to audit by a representative of the FBI.

Please note the cautionary recommendations as to limiting the information to be given the FBI representative to that necessary to support the accounting schedules only. Further information relating to the merits of the State's claim should not be discussed.

G. E. ROHDE
Chief Counsel

GER:hg
Enclosure

cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Tom Edwards
Mr. Ivan Merchant

NOTED
FORREST COOPER

RECEIVED
JAN 12 1968
OFFICE OF
STATE HIGHWAY ENGINEER

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY
HERMAN J. GALLOWAY
COUNSEL

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS:
KINGANKING, WASHINGTON, D.C.

TELEPHONE 296-5195
(AREA CODE 202)

January 8, 1968

RECEIVED
JAN 9 1968

George E. Rohde, Esquire
Chief Counsel
Oregon State Highway Department
Salem, Oregon

Re: State of Oregon v. United States,
Ct. Cl. No. 208-67

Dear Mr. Rohde:

You will find enclosed a copy of the introductory statement and Schedule A of the accounting schedules which were filed with the Court on December 29, 1967. Schedule A is merely a recast of Exhibit A of the schedules as forwarded to me. Accordingly, as submitted to the Court, the accounting schedules consist of the enclosed introductory statement, Schedule A in place of your Exhibit A, and Schedules A-1, A-2, A-3, and A-4.

Under the Court's rules, the schedules will be subject to audit by a representative of the F. B. I. You will note that we have requested that the F. B. I. call upon you to make the necessary arrangements for the audit of the schedules. In this connection, it has been our experience in the past that the F. B. I. agents, at times, have tended to view their function as extending beyond merely auditing the schedules submitted, and have attempted to utilize the audit as a pretext for gathering as much information as possible with regard to the basic merits of the law suit.

Accordingly, I would suggest that the responsibility for providing the F. B. I. agents with the necessary information to audit the accuracy of the accounting schedules and to answer any questions of the Government's auditors be assigned to one individual within the Accounting Division, and that other personnel be advised that any inquiry by the F. B. I. agents should be made to the individual assigned this responsibility.

In this same regard, it should be impressed upon the individual within the Accounting Division to whom the responsibility of overseeing the F.B.I. audit is assigned that he should furnish the Government's auditors only that information which is necessary to establish that the specific items of cost claimed have been accurately taken from the basic books and records of account of the State, and that any inquiry by the F.B.I. agents for information beyond that actually utilized and relied upon to support the $1,130,400.40 reflected in the accounting schedules should be discussed with you before releasing the requested data. Similarly, if you have any doubts concerning information requested by the F.B.I., I would suggest that you discuss them with me before complying with the same.

Quite possibly, no difficulty will be encountered with the F.B.I. auditors in this case, and, accordingly, I might be accused of being overly cautious. However, I have had a sufficient number of unhappy experiences with the Government's auditors in the past to indicate the need for such caution.

I have also received your letter of December 19, 1967, and appreciate the suggestions contained therein with regard to materials to be obtained on discovery. In this connection, I think it is best to avoid, if possible, advising the Government's attorney of the specific types of information that we are considering as possibly material to the issues involved in this case. Obviously, this cannot be avoided with respect to the documents which are within the files of the Corps of Engineers. However, the list of items enclosed in your letter of December 19, 1967 refers to a number of documents and publications of the Department of Interior, the Weather Bureau, and the Department of Agriculture, which possibly could be obtained by means other than a motion to produce. I would assume that much of this material might already be available or could be secured by other offices of the State, such as the Geological Survey or the Agriculture Department, and I would suggest that you investigate this possibility. If any difficulty is encountered in securing these documents directly from the Department of Interior, the Weather Bureau, and the Department of Agriculture, please advise me.

Very truly yours,

KING & KING

By _____
Paul E. McNulty

PEM:jr

Enclosure

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v.)
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[illegible])
)

No. 256-67

[illegible]

(Filed December 22, 1967)

Pursuant to the Commissioner's Order of December 4, 1967 and Rule 43(d), there is submitted herewith plaintiff's accounting schedules setting forth the costs and expenses incurred by plaintiff in effecting the reconstruction and repair of the John Day River Bridge, including engineering and detour expenses, and for which claim is made in Par. 14 of the Petition.

The total amount of such costs and expenses claimed by plaintiff, after deduction of the amount realized by plaintiff from the sale of scrap steel, is $1,130,403.40, as summarized in the attached Schedule A of this submission. The details with respect to the total amount claimed by

plaintiff, to [illegible] from [illegible]'s books and records, as set forth in the attached schedules A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, and A-9, and such schedules have been prepared in a manner suitable for audit by defendant.

The [illegible] and records from which the attached schedules were prepared are available and will be [illegible] for examination and audit by defendant's representatives at the offices of the Oregon State Highway Department, Salem, Oregon. [illegible] to the audit of the attached schedules, defendant's representatives should make the necessary arrangements in this connection with Mr. George F. Kelly, Chief Counsel, Oregon State Highway Department, Salem, Oregon.

John L. [illegible]
Attorney For Plaintiff

Paul E. McNulty
King & King
Of Counsel

[illegible]

[illegible]

[illegible]

[illegible]

Contract Payments (Schedule A-1)		$ [illegible]
Construction Engineering (Schedule A-2)		[illegible]
State Issue Order No. 1 (Schedule A-3)		[illegible]
State Issue Order No. 2 (Schedule A-4)		[illegible]
Retainage (Schedule A-5)		253,116.05
	Total Cost	$1,134,563.41
Less:	Scrap Steel Sold	(4,193.01)
	TOTAL AMOUNT CLAIMED	$1,130,[illegible]

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FOR FILING

CR-961
6537

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 20, 1967

SUBJECT: Dickson v. United States, et al.
U. S. District Court Case No. 66-598
Our file: L-5230

To: Mr. Forrest Cooper
State Highway Engineer

Mr. R. L. Porter
Deputy State Highway Engineer

Mr. Tom Edwards
Asst. State Highway Engineer

Mr. Ivan Merchant
Bridge Engineer

You will recall that sometime ago you submitted answers to interrogatories in the above case. These have all been forwarded to the attorneys retained by our Insurance Company to defend you and the other State personnel named as defendants in the above case.

We have suggested to such attorneys that, with respect to possible inconsistencies or the like in the answers of various persons, he could best resolve these by contacting directly the individuals involved. Accordingly, this is to advise that the attorneys of which we speak are the firm of Mautz, Souther, Spaulding, Kinsey & Williamson in Portland, and the two attorneys in that firm who are directly participating in this case are Gordon Moore and Ben Lombard, Jr.

Accordingly, since these gentlemen are acting on your behalf, we ask that you extend them every possible cooperation if they should contact you individually.

G. E. ROHDE
Chief Counsel

GER:AHJ:rh

cc: Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. D. W. Gallaher

NOTED
TOM EDWARDS

RECEIVED
JAN 26 1972

FORM E-123X 10M 6-[illegible]

COMMISSIONERS:
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

ER-96(1)

6537

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 19, 1967

King & King
Attorneys at Law
Suite 400, Farragut Building
900 - 17th Street, N.W.
Washington, D.C. 20006

Re: State of Oregon vs.
Untied States
L-5477

Gentlemen:

In connection with your proposal to seek through applicable discovery procedure material or information which might be of assistance in preparation for trial of the above case, we have spent a considerable bit of time with our highway personnel and Mr. McReary obtaining suggestions to be included in your Motion to Produce. To the best of our ability we have composed some twenty-seven items which have been compiled into a list attached hereto.

The last item includes a great number of reports, drawings and/or publications, all of which have been requested by Mr. McReary in connection with his study. In some instances it may be that he is as much interested in the fact that there is no report as in discovering a report itself.

It is hard to say that the items are all inclusive as to what may be found on discovery. However, it is our thought that, with the leads presented herewith, other matters may be brought to light which will bear further inquiry. We have no pride in authorship of the questions themselves and you are certainly free to revise or enlarge upon the language. We do feel they are self explanatory and will lead to other ideas.

With the above in mind I trust you find the material attached to be helpful. If there should be further assistance we can lend feel free to ask.

Very truly yours,

G. E. ROHDE
Chief Counsel

NOTED
FORREST COOPER

RECEIVED
DEC 20 1967
OFFICE OF
STATE HIGHWAY ENGINEER

GER:hg
Attachments

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Ivan Merchant
Ureca Inc.

LIST OF DOCUMENTS AND OTHER INFORMATION REQUESTED FOR DISCOVERY PURPOSES IN STATE OF OREGON vs. UNITED STATES OF AMERICA, U.S. COURT OF CLAIMS NO. 208-67, OUR FILE NO. L-5477 CONTRACTS NO. DA-45-164-CIVENG-61-103, DA-45-164-CIVENG-59-39

1. All memoranda and interoffice correspondence between District Engineer, Walla Walla, U.S. Army Corps of Engineers and the following-named individuals:

   Major L.L. Heimerl, Deputy District Engineer
   E.C. Franzen, Chief, Engineering Division
   C.G. Hansens, Relocation Branch
   L.C. Linter, Relocation Branch
   John J. Oldfield, District Counsel
   George Moen, Real Estate
   Rex R. Foust, Audit Branch

   relating to conferences held with officials of the Oregon State Highway Department and concerning negotiations leading to the two contracts between the United States of America and the State of Oregon, by and through its State Highway Commission, numbered DA-45-164-CIVENG-61-103 and DA-45-164-CIVENG-59-39.

2. All proposed drafts of the two above-mentioned contracts.

3. All correspondence between the District Engineer, Walla Walla District, U.S. Army Corps of Engineers, and the State of Oregon, by and through its State Highway Commission, or the Oregon State Highway Department, relating to such proposed agreements, to and including the date of execution thereof.

4. All correspondence and/or memoranda between the above-named District Engineer, Walla Walla District, and the Division Engineer, North Pacific Division, pertaining to both the proposed and final contracts mentioned in paragraph No. 1.

5. All correspondence and/or memoranda between the above-named District Engineer or Division Engineer and the Bureau of Public Roads pertaining to both the proposed and final contracts mentioned in paragraph No. 1.

6. Any interoffice memoranda of the Walla Walla District office pertaining to the selection of the design for the John Day River Bridge.

7. Copies of the original drill logs for the substructure of the John Day River Bridge.

8. Copies of the original drill logs of the eight additional test holes which the Oregon State Highway Department requested be drilled inside the coffer dam for Pier 3 of said John Day River Bridge.

9. Produce the samples and the test results on said samples taken from the eight drill holes drilled inside the coffer dam for Pier 3.

10. All diaries, reports, correspondence, memoranda, or other writings, including memoranda of telephone conversations, between the government representative C.G. Hansens, and the Walla Walla District of the Corps of Engineers and employees of the State of Oregon, concerning the drilling of the test holes and samples taken from the eight holes mentioned in Nos. 8 and 9 above, and, also, concerning the change in footing elevations for Pier 3 of said John Day River Bridge.

11. All diaries, daily logs, memoranda or any other writings of Gordon Von Scotter, Gus Walker or Ben Molle relating to the drilling of the eight test holes or change in footing elevations for Pier 3 of said John Day River Bridge as mentioned in Nos. 9 and 10 above.

12. Certified copy of the relocation agreement between Union Pacific Railroad and U.S. government (Corps of Engineers) for John Day Lock and Dam, Corps Contract DA-45-164 CIVENG 60-190.

13. Copies of all change orders, extra work orders or supplemental contracts, equipment or rental agreements of whatever nature relating to the substructure of the relocated railroad bridge across the John Day River, immediately below the state highway bridge, prior to opening of the said railroad bridge to traffic, and particularly the repair of scour damages to piers under said railroad bridge, occasioned by the 1964 flood in the John Day River.

14. All original drill logs for the substructure of the U.P. Railroad bridge located immediately downstream on the John Day River from the John Day River Highway Bridge.

15. Produce samples and test results of said samples of material found during the drilling of test holes for the said railroad bridge.

16. Log of river gage readings of mouth of John Day River, 1960-1965.

17. Log of river gage readings - John Day Dam - coffer dam, 1962-1965.

18. All diaries, memoranda or other writings made by Resident Engineer and/or Project Engineer or Inspectors on construction of the U.P. Railroad bridge mentioned in paragraphs 13 and 14.

19. All diaries, memoranda or other writings of Resident Engineer, Project Engineer and Inspectors on construction of John Day River Bridge.

20. Any and all records of soundings made by or for the Corps of Engineers in Columbia River in vicinity of John Day River, subsequent to January 1965.

21. Any flood flow studies made by or for Corps of Engineers on lower John Day River.

22. Record of all telephone calls to and from C.G. Hansens during September and October 1962 concerning the John Day River Bridge or the said John Day U.P. Bridge.

23. All letters, correspondence, memoranda relating to the change in pier location of said U.P. Railroad bridge between the Walla Walla District and the Union Pacific Railroad and any consulting engineers employed by the Corps of Engineers to design said railroad bridge.

24. Any reports made by or for the United States, Corps of Engineers or the Comptroller General of the United States, relating to the failure of Pier 3 of the John Day River Bridge.

25. Any reports, memoranda or studies of scour in the bed of the John Day River in the vicinity of the said highway and railroad bridges over the John Day River, made prior to the December 1964 flood in said river.

26. Any pile driving records, reports, memoranda or studies made by or for the United States Corps of Engineers on the east main truss pier of the said U.P. Railroad bridge.

27. Produce the following drawings, reports, publications, papers and work sheets:

<u>From U.S. Corps of Engineers</u>:

CLW-201-1/22 (Drawing)
(Upper Columbia River, Celilo to
mouth of Snake River
January - March, 1935
Sheet 17 of 68 sheets)
U.S. Army Engineer office, Portland,
Oregon, District.

Design Memorandum No. 1, Relocations on Oregon Shore, Volume 2 of 2. Highway Structures and Railroad Overpasses. John Day Lock and Dam. Columbia River, Oregon and Washington. U.S. Army Engineer District, Walla Walla, Corps of Engineers, 15 Dec. 1959. (Rpt.)

Drawing No. JD-1-7/1 John Day Lock and Dam. Columbia River, Oregon and Washington. Reservoir Map, Walla Walla District Corps of Engineers, Dec. 8, 1955.

Drawing No. 63-104 Description - Hydrographic Survey, August 1963. Soundings South Shore Columbia River at Mouth of John Day River. Prepared by - Walla Walla District Corps of Engineers.

Drawing No. 63-109 Description - Hydrographic Survey, August 1963. Soundings South Shore Columbia River at Mouth of John Day River. Prepared by - Walla Walla District Corps of Engineers.

Report on Survey of the John Day River, Oregon, with a View to Control of Its Floods, and for Other Purposes. Submitted by - The District Engineer, Bonneville, Oregon. September 25, 1940. (Report)

Engineering Appendix
Report on Survey of the John Day River, Oregon with a View to Control of Its Floods and for Other Purposes. (Rpt.)

House Document No. 531
81st Congress, 2nd Session (Publication)

Postflood Report
December 1964, January 1965, Spring 1965, Walla Walla District, U.S. Army Engineer District, Walla Walla Corps of Engineers. January 1966. (Publication)

December 1964 and January 1965 Floods. Charts Depicting Flood Characteristics and Reservoir Regulation. U.S. Corps of Engineers, North Pacific Division, Portland, Oregon. (Publication)

Design Memorandum No. 7.5. (Report) Relocations on Oregon Shore, Interstate Highway 80 N. Bridge over John Day River. John Day Lock and Dam. Columbia River, Oregon and Washington. U.S. Army Engineer District, Walla Walla, Corps of Engineers. 3 April 1961.

Postflood Report (Publication) December 1964, January 1965 Flood, Portland District. Prepared by U.S. Army Engineer District, Portland Corps of Engineers, July 1966.

Design Memorandum No. 2, Flood Control Improvements, John Day River, Oregon. John Day Area and Mt. Vernon Area. Revision May 1967. U.S. Walla Walla Corps of Engineers. (Report)

U.S. Army Engineer District, Walla Walla. Drawing John Day Lock & Dam, Oregon Shore Relocation, Plan & Logs of Explorations, U.S. Hwy. 30.

Department of the Army Office of the Walla Walla District Engineer, North Pacific Division, Drawing #WW-RE-193, John Day Lock and Dam, Columbia River, Oregon & Washington.

Walla Walla District, Corps of Engineers, Drawing D-7, Title Unknown, Topography and Soundings John Day River Bridge Area. Referred to in Tudor Engineer Report, Exhibit III.

From Department of Interior:

Techniques of Water-Resources Investigations of the United States Geological Survey. General Field and Office Procedures for Indirect Discharge Measurements, Book 3, Chapter A1.(Publication)

Techniques of Water-Resources Investigations of the United States Geological Survey. Measurement of Peak Discharge at Width Contractions by Indirect Methods. Book 3, Chapter A4. (Publication)

Techniques of Water-Resources Investigations of the United States Geological Survey, Measurement of Peak Discharge at Dams by Indirect Methods. Book 3, Chapter A5. (Pub.)

Surface Water Techniques Series, Book 1, Chapter 15, Computer Technique for Slope-Area Measurements, 1965. The United States Geological Survey. (Pub.)

Geological Survey Water-Supply Paper 1869-A Definition of Stage-Discharge Relation in Natural Channels by Step-Backwater Analysis (Pub.)

U.S. Geological Survey Paper, Water Supply & Irrigation, Paper No. 96. (Pub.)

Compilation of Records of Surface Waters of the United States, October 1950 to September 1960, Part 14. Pacific Slope Basins in Oregon and Lower Columbia River Basin. Geological Survey Water-Supply Paper 1738. (Pub.)

Magnitude and Frequency of Floods in the United States. Part 14. Pacific Slope Basins in Oregon and Lower Columbia River Basin. Geological Survey Water-Supply Paper 1689. (Pub.)

Water Quality Records in Oregon (1964) United States Department of the Interior Geological Survey. (Pub.)

Floods of December 1964 in the Far Western States. United States Dept. of the Interior. Geological Survey. (Pub.)

Crest-Stage Gaging Stations in Oregon. A compilation of Peak Data Collected through July 1, 1966. U.S. Geological Survey Surface Water Branch, Portland, Oregon. (Pub.)

Techniques of Water-Resources Investigations of the United States Geological Survey. Measurement of Peak Discharge by the Slope-Area Method. Book 3, Chapter A2. (Pub.)

Water Resources Data for Oregon, Part 1. Surface Water Records, United States Dept. of the Interior, Geological Survey. Volumes 1961 through 1966 (5 Volumes) (Pub.)

Water Resources Data for Oregon, Part 2. Water Quality Records, United States Department of the Interior, Geological Survey, Volumes 1965 and 1966 (2 Volumes) (Publication)

River Mile Index, John Day River, Columbia River Basin, Oregon, Hydrology Subcommittee, Columbia Basin Inter-Agency Committee, October 1963. (Publication)

Rating Curve for John Day River at McDonald Ferry, Oregon. Water Years 1965 and 1966. (Paper)

Flow Determination for Spanish Hollow, Grass Valley, Hay Canyon, and Geo. Von Borstal Drainage Area, during December 1964 Floods. (Work sheets)

Flow Determinations Antelope Creek at Antelope, Oregon. U.S. Geological Survey, Water Resources Division. (Work sheets)

Flow Determinations, Buck Canyon near Klondike, Oregon. U.S. Geological Survey, Water Resources Division. (Work sheets)

Flow determinations, Fulton Canyon Trib. near Wasco, Oregon. U.S. Geological Survey, Water Resources Division. (Work sheets)

Flow Determinations, Spanish Hollow at Wasco, Oregon. U.S. Geological Survey, Water Resources Division. (Work sheets)

Unitgraph Procedures, United States Department of Interior, Bureau of Reclamation. (Pub.)

<u>From U.S. Dept. of Commerce National Weather Records Center, Federal Building, Asheville, North Carolina</u>:

Climatological Data - Oregon U.S. Dept. of Commerce. March 1952, May 1956, January 1963, Dec. 1964, January 1965. (Publication)

Climatological Data - Washington U.S. Dept. of Commerce. December 1964. (Publication)

Record of Climatological Observations
Wasco, Oregon - December 1964
Moro, Oregon - " "
Kent, Oregon - " "
The Dalles, Oregon " "
Fossil, Oregon - " "
Simnasho, Oregon - " "
Friend, Oregon - " "
Antelope, Oregon - " "
Dufur, Oregon - " "
Mikkalo, Oregon - " "
Goldendale, Wash.- " "
(Reports)

Surface Weather Observations
The Dalles, Oregon
December 20-22, 1964. (Reports)

Climatic Summary of the United States, Supplement, 1931 through 1952, U.S. Dept. of Commerce. (Publication)

Climatic Summary of the United States, Supplement, 1952 through 1960, U.S. Dept. of Commerce. (Publication)

Hourly Precipitation Data, Oregon, December 1964, U.S. Dept. of Commerce, Weather Bureau. (Publication)

From Department of Agriculture:

Soil Survey - Sherman County, Oregon, Series 1959, No. 37. Issued November 1964. United States Dept. of Agriculture Soil Conservation Service in Cooperation with Oregon Agricultural Experiment Station. (Publication)

Chapter 17, Section 4, Hydrology, Part 1, Watershed Planning, of the National Engineering Handbook, U.S. Soil Conservation Service, Washington, D.C. July 1966. (Publication)

Section 4, Hydrology, Part 1, Watershed Planning, Soil Conservation Service, U.S. Department of Agriculture. (Publication)

RECEIVED
DEC 6 - 1967
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

ER-96(1)
6537

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 1, 1967

RECEIVED
DEC 4 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER
NOTED
R. L. PORTER

King & King
Attorneys at Law
Suite 400, Farragut Building
900-17th Street N. W.
Washington, D. C. 20006

Re: State of Oregon vs.
United States
File L-5477

Attention: Paul E. McNulty

Dear Mr. McNulty:

As requested in your letter of November 21, 1967, I am forwarding herewith the schedules in support of the costs claimed in the above entitled proceedings, as prepared by our Accounting Division. I note a slight variance in the total sum as indicated in the above schedule and that contained in the Petition. I assume, however, that this variance from the figure of $1,136,209.44 as contained in the Petition and the $1,130,400.40 can be corrected by amendment.

As requested we are including herewith an original and four copies. If there is any question relative to the items contained in the schedule, I am sure we can arrange for you to discuss the same with the individual in our Accounting Division who prepared the same.

I am forwarding the schedule so that you will have the opportunity of reviewing the same in accordance with your request, and am not attempting at this time to reply to the other matters contained in your correspondence. I will write you further in that regard as soon as possible.

Very truly yours,

GER:ks - enclosures
cc: Forrest Cooper
Tom Edwards
C. H. Maison

G. E. ROHDE
Chief Counsel

NOTED
FORREST COOPER

RECEIVED
JAN 26 1972
FOR FILING

INVOICE

URECA INC.

UNIVERSAL RESEARCH · ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

RONALD McREARY, P.E.

EE-710(1)

6244

November 30, 1967

2061 N.W. HOYT STREET
P. O. BOX 4406
PORTLAND, OREGON 97208

Re: John Day Bridge
Hydrologic Study

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

For professional services rendered in connection with the above named project for the month of November, 1967.

Professional Engineer	15½ hrs. @ $20.00	$ 310.00
Engineering Aide	62½ hrs. @ $15.00	937.50
Engineering Technician	274 hrs. @ $12.50	3,425.00
Engineering Draftsmen	79½ hrs. @ $10.50	834.75
Mileage: John Day & return to procure high water profiles		30.00
John Day & return to observe Columbia River soundings		34.50
Meals: Breakfast - November 8th & 9th Shade		5.00
Dinner - November 7th Shade		3.20
Dinner - November 8th Lenz & Shade		6.00
Hotel - Shade		13.00
Photo, Maps & Reproductions		54.28
Misc. Photographic Supplies		3.40
Misc. Supplies		23.74

Orig + 2 copies to Maureen 12-1-67

RECEIVED
DEC 8 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Approved 12/4/67
Asst. State Hwy. Engr.

INVOICE

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Professional Engineers • Consultants • Appraisers

RONALD McREARY, P.E.

2061 N.W. HOYT STREET
P.O. BOX 4406
PORTLAND, OREGON 97208

Oregon State Highway Department
Page 2
November 30, 1967

Re: John Day Bridge
Hydrologic Study

Telephone (October 9 - November 8)	15.99
Computer Work	
Computer Time	143.20
Programming	130.00
	$5,969.56

THANK YOU

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JAN 26 1972
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RONALD McREARY, P.E.

2061 N.W. HOYT STREET
P.O. BOX 4406
PORTLAND, OREGON 97208

EK-96
6237

October 31, 1967

Re: John Day Bridge
Hydrologic Study

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

6211

For professional services rendered in connection with the above named project during the month of October, 1967.

Professional Engineer	83 hrs. @ $20.00	$1,660.00
Engineering Aide	45½ hrs. @ $15.00	682.50
Engineering Technician	298 hrs. @ $12.50	3,725.00
Mileage: Four trips to John Day and Return		178.65
Plane Fare: Walla Walla & Return to procure Mouth of John Day River Soundings		54.34
Parking		3.00
Meals: Dinner conferences - October 3 & 4, 1967 McReary & McNulty		27.25
Dinner Conference - October 10, 1967 Lenz & McReary		7.50
Luncheon Conference - October 3, 1967 Lenz, McReary, Shade & McNulty		18.50
Breakfact conference - October 10, 1967 Lenz, McReary & Shade		3.50
Breakfast-Lunch-Dinner - October 11, 1967 McReary & Shade		12.40
Motel - McReary & Shade - Moro, Oregon		30.00
Photos, Maps & Reproductions		10.25
Miscellaneous Supplies		50.04

Rec'd approved

RECEIVED
NOV 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Orig + 2 copies to Malcolm 12-5-67

Approved 12/5/67
Asst. State Hwy. Engr.

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URECA INC.

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Professional Engineers • Consultants • Appraisers

RONALD McREARY, P.E.

2061 N.W. HOYT STREET
P. O. BOX 4406
PORTLAND, OREGON 97208

October 31, 1967

Oregon State Highway Department
Page 2
October 31, 1967

Re: John Day Bridge
Hydrologic Study

Projector Rental		$ 54.90
Miscellaneous Photographic Supplies		56.86
Telephone (Sept. 8 - Oct. 8)		35.95
Computer work on cross-sections:		
Computer Time		154.68
Programming		340.00
Computer Supplies		25.22
		$7.130.54

THANK YOU

RECEIVED
OCT 18 1968
FHWA

FEDERAL HIGHWAY ADMINISTRATION
Rm. 412 Mohawk Building
222 S. W. Morrison Street
Portland, Oregon 97204

October 8, 1968
IN REPLY REFER TO
08-00.11

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

ATTN: Mr. Ivan Merchant

RE: State of Oregon v. United States
Court of Claims No. 208-67
Motion for Discovery

Dear Mr. Cooper:

Pursuant to the request of Mr. McNulty please find enclosed the billing for copies of the Government's files which were made in conjunction with the court order in the above referenced case.

Also attached is a copy of the letter to Mr. McNulty forwarding the requested documents and billing for said services.

Please submit your voucher in favor of the Federal Highway Administration to cover our costs in this matter.

Very truly yours,

ROBERT B. RUTLEDGE
Regional Counsel

Encl.

cc:
P. E. McNulty, Attorney
Washington, D.C.

RECEIVED
OCT 9 1968
OFFICE OF
STATE HIGHWAY ENGINEER

Orig to Merchant 10-9-68

RECEIVED
JAN 2 1968

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URECA INC.

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Professional Engineers • Consultants • Appraisers

PLEASE RETURN TO
TOM EDWARDS

RONALD McREARY, P.E.

2061 N.W. HOYT STREET
P.O. BOX 4406
PORTLAND, OREGON 97208

September 30, 1967

ER-96(1)
C-27

6106

Re: John Day River
Hydrologic Study

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

For professional services rendered in connection with the above named project for the month of September, 1967

Professional Engineer	59 hrs. @ $20.00	$1,180.00
Engineering Aide	68 hrs. @ $15.00	1,020.00
Engineering Technician	186 hrs. @ $12.50	2,325.00
Mileage:		
One trip Tacoma & Return, obtaining hydrologic information		43.80
One trip Salem & Return		15.60
One trip McDonald Ferry & Return		42.00
Photos, maps, reproductions and publications		26.30
Purchase of 16mm film rights of John Day River taken day the bridge collapsed and following days (Hilderbrand) and 16mm		500.00
Copying 8mm/films of John Day River taken day of flood and following (Macnab)		275.00
Meals: Conference, Lenz and McReary		6.50
Trailer rental, 20' self contained office and boarding trailer, Ideal, dual axle: August 24th to September 13th ⅓ month @ $250.00		83.33
Rental on barometric level, 1 mo. @ $15.00 per wk.		60.00
Computer work on cross sections:		
Computer rental		266.80
Programming		1,360.00
Keypunching		110.40
		$7,314.73

THANK YOU

Referred to Mr. Marian - 10-26-67

Approved 10/25/67
Asst. State Hwy. Engr.

Copy filed in John Day R. file 10-26-67

RECEIVED
JAN 26 1972
FOR FILING

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY
HERMAN J. GALLOWAY
COUNSEL

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D.C.

TELEPHONE 296-5195
(AREA CODE 202)

September 29, 1967

EA-2 In (1)
6527

RECEIVED
OCT 2 1967

G. E. Rohde, Esquire
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Rohde:

This will acknowledge receipt of your letter of September 6, 1967, which was not received until September 18, 1967.

Before discussing the problem with respect to the pipe culverts, we will attempt to answer your questions concerning the application of the rule against splitting a cause of action. In our letter of June 30, 1967, we had reference to the reasoning which has been generally followed by the Court of Claims in this regard. Specifically, the standard followed in the decisions of the Court is that there should be only one suit to enforce all claims arising out of a contract and that separate suits on the same contract are wasteful and burdensome. A comprehensive statement of the Court's views in this connection with references to its previous decisions, will be found in Nager Electric Company, Inc. v. United States, 368 F.2d 347 (1966).

Of course, the Court's views are predicated upon the fundamental concept of the contracts involved as being entire and indivisible, and do not preclude the possibility that it might consider the State's contract with the Corps of Engineers as divisible. The difficulty arises from the impossibility of predicting with assurance the view which the Court would adopt. Arguments to support either construction of the contract could be persuasively advanced. However, it would appear that where the provisions of the contract indicate that the parties intended that payment or performance would depend upon completion of all the work, the contract is generally viewed as being indivisible, even though payment or performance is measured in severable units.

Copies to Coops. - Bonita

NOTED
FORREST COOPER

NOTED
TOM EDWARDS

In this respect, as an alternative basis for the bridge failure claim, Par. 15 of the petition states that the obligations of the Federal Government will not be fulfilled under the contract until final completion and acceptance by the State of the entire relocated highway and facilities. The Court would undoubtedly view this as indicating that the State considers the contract to be entire and indivisible, and as a consequence, the Court probably would not be favorably disposed to any subsequent contention that the contract was divisible.

For these reasons, we regret that we are unable to assure you that the rule against splitting a cause of action would not apply to a subsequent suit, if the bridge failure claim had previously advanced to judgment. However, there would appear to exist a practical solution to the problem. In several cases, the Court has indicated that the plaintiff could have avoided the rule if he had amended his petition before judgment to include claims based on the contract which arose after the original petition had been filed. Accordingly, if the petition is amended to include a claim for the reopening and repair of the pipe culverts at the Blalock Interchange, the Court may permit us to advance the bridge failure claim to judgment, and to hold the culvert claim in abeyance. In this manner, if additional claims arose, they could be included by further amendment of the petition. Obviously this procedure would not avoid all of the delay, but would permit the State to obtain judgment on the bridge failure without awaiting the accrual of all possible claims in 1972.

Turning now to the cost of reopening and repairing the pipe culverts. On the basis of the information and documentation enclosed with your letter of September 6, 1967, it is our opinion that the State has a valid claim against the United States for such expense under its contract with the Corps of Engineers.

As we view the situation, under Article 5 of the contract, the Government agreed to bear all of the cost of constructing the Blalock Interchange. Until final completion, inspection and acceptance of any segment immediately to be opened for public traffic, the State, as provided in Article 7, had no maintenance obligation with respect to such segment of the highway. Inasmuch as completion, inspection and acceptance, as contemplated by the contract terms, had not occurred at the time the culverts became plugged, it is our opinion that the cost of reopening and repairing the culverts was

clearly a cost necessary to the successful completion of the construction of the interchange, which construction costs the Federal Government had expressly agreed it would bear.

Accordingly, as the Government's responsibility for such costs arises out of the obligation which it assumed under Article 5 of the contract, in our view the provisions of the Deferred Construction Clause (Article 8), upon which the Corps of Engineers bases it denial of liability, have no application or bearing on the State's right to reimbursement of the costs incurred.

As to the course of action to be taken with respect to the culvert claim, we have several suggestions which we can discuss during my forthcoming visit to Salem.

Very truly yours,

Paul E. McNulty

PEM:jr

RECEIVED
OCT 13 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Porter

FORM E-123X 10M 8-67

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

ER-76(1)
6537

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 6, 1967

Mr. John W. Gaskins
King and King
Attorneys at Law
Suite 400, Farragut Building
Washington, D. C. 20006

Re: Contract DA-45-164-CIVENG-61-103

Dear Mr. Gaskins:

With respect to the above contract it appears that in addition to our claim for the John Day Bridge failure we have an additional unresolved claim against the Corps of Engineers, in the sum of $23,005.86, for cleaning two 84-inch culverts on the Blalock Interchange.

Inasmuch as your letter of August 4, 1967, signed by Paul E. McNulty, indicated the Government auditors will be examining our books on the John Day Bridge claim, I believe they should also be requested to audit our books on this additional claim if you believe our position is justified, as hereinafter set forth.

Also, after reviewing this matter, we would appreciate your advice as to whether or not our petition in the Court of Claims should be amended to set forth a second cause of action covering the above mentioned sum.

Pursuant to Article 1 of the above contract, the Corps of Engineers was responsible for the entire cost of construction of certain specified sections of the relocated Columbia River Highway. These sections are shown on Exhibit "B" as referred to in Article 1, a copy of which is attached hereto. The area of the Corps' cost responsibility is designated by the dark colored lines on Exhibit "B" of the agreement and includes the Blalock Interchange. Payment for

NOTED
TOM EDWARDS

the construction is covered in Article 5 b.3(9).

While the Corps was responsible for the actual cost of construction in the above mentioned area, the actual construction was divided between State Highway and Corps contracts.

Prior to the December 1964--January 1965 flood, the same one that destroyed the John Day Bridge, the State awarded a grading contract for the Blalock-Arlington Section of the relocated highway. As a part of the contract the work included grading for a connecting road between the existing highway and the relocated highway at Blalock, as well as the Blalock Interchange legs. Under this contract two 84-inch structural plate pipes were placed under the grading at CL Station 1165 (M.P. 128.11) to carry the natural drainage for this area under the relocated highway. See Exhibit "A" attached.

After the flood the Corps of Engineers awarded a second contract entitled the Quinton-Blalock Section in which they actually paved and completed the Blalock Interchange.

During the December 1964--January 1965 flood the two 84-inch pipes became plugged with dirt and debris. In order to immediately reopen the plugged pipes and save the new highway construction in the event of another heavy runoff, the State removed the dirt and debris from the pipes at a cost of $23,005.86.

On July 12, 1965, the Highway Department made a claim against the Corps for this cost, inasmuch as it was in an area where the Corps was to pay the full cost of relocating the highway even though the culverts were installed under a State contract. On September 16, 1965, June 9 and August 18, 1967, the Corps rejected the claim on the basis that it was not a proper deferred construction item but rather one of maintenance. At that time, however, the Corps had not completed its Blalock Interchange construction and had not turned the highway over to the State for public travel and maintenance as provided in Article 7 of the contract.

Letters have continued to be written up to and including August 18, 1967. The State has never officially accepted the Corps' Quinton-Blalock project and has refused to do so until being reimbursed for the cost of cleaning the twin pipes. The relocated highway and interchange were, however, opened to public travel under State Highway maintenance on October 31, 1966.

It is our position that whether the cost of cleaning the pipes comes under Articles 7, 8, 11 or other provisions of the contract, the State should not be compelled to accept from the Corps a section of highway which would have contained plugged pipes, if we had not cleaned them, regardless of the source of the plugging, when, in fact, that plugging occurred before the Corps had completed their part of the construction in the Blalock area and before they had turned it over to the Highway Department for maintenance.

Please find enclosed copies of all our correspondence with the Corps and the Bureau of Public Roads on this matter, as well as a copy of the construction plans showing the location of the pipes and a general vicinity map. The correspondence is in chronological order with a cover index briefly explaining each letter.

It should also be mentioned that we attempted in May 1965 to obtain reimbursement from the Bureau of Public Roads for cleaning the two 84-inch pipes, but they rejected the claim on the basis that the Corps of Engineers should pay under their relocation contract. This correspondence is enclosed with the other letters.

It would be appreciated if you would review this matter at your earliest convenience, since it is obvious the Corps is not going to honor our request for reimbursement for the pipe cleaning. It may well be that the Corps has rejected the claim in order to maintain a consistent position on the John Day Bridge case.

As above mentioned, if you believe our position on this matter is sound, it would appear the government should also audit our claim on this matter and if necessary we should amend our petition in the Court of Claims to include a second cause of action for the $23,005.86.

In addition to the above, we would appreciate a clarification of the third paragraph, page 2, your letter of June 30, 1967, concerning the splitting of a cause of action. We are aware of the general contract law concerning divisible or severable and indivisible contracts.

Due to the great spread in the completion dates of accepting various sections of the relocated highway, however, we have believed that insofar as these sections are concerned this was a severable or divisible contract to the extent that if the Corps failed to properly complete construction or perform deferred construction on a section under its responsibility, and we were forced to complete the same or do deferred maintenance that should have been done by the Corps, we could recover our expenditures for that section without prejudice to other sections that were yet to be completed or to the over-all contract. The cleaning of the 84-inch culverts and John Day Bridge are examples.

I am attaching hereto, marked Exhibit "C", the completion dates of some thirteen sections of the relocated highway. These dates vary from June 1964 to January 1967. With the five years of deferred construction the final completion dates run from June 1969 to January 1972.

It would not appear just, at least insofar as the State is concerned, to require the State to spend its money, say in 1965, for work the Corps should have completed or paid for and then wait until 1972 to bring suit for not only the initial cause but for all others that may have developed. I doubt if interest would run on any State money so expended, until after a final judgment.

Another example is that only a temporary paving has been placed on the relocated highway. After the pool is

raised and the fills are stabilized, the Corps is to pay for the final and permanent paving in its area of responsibility. While this work is not spelled out in so many words in the contract, it is shown under the summary of construction costs on sheet JDR-1-0-4/7 and the Typical Section A sheet JDR-1-0-4/4, both on Exhibit "B". I have marked the items which indicate temporary paving and those which indicate permanent paving with a respective "T" and "P". I am informed that this is the usual method of including such items in relocation contracts of this type.

If, therefore, this is not a divisible contract to the above extent and we pursue our case on the John Day Bridge and the culverts to judgment before 1972, it would appear that the Corps could subsequently refuse to honor the balance of the contract, such as the permanent paving and yet to be completed deferred maintenance, on the grounds that the State having sued once on the contract could not sue again. Hence, there would be no liability on its part for breaching the remainder of its contract.

In the event this is your interpretation, could a suit for specific performance be filed in the Court of Claims to force the Corps to complete its contractual agreements after the present suit is terminated?

Of course you appreciate that I am not acquainted with the rules of the Court of Claims and it may be as stated in your letter that it is the rules of the court rather than the law on severable contracts that would control.

In any event we would appreciate clarification of your letter of June 30 so that the Highway Engineer can be fully advised.

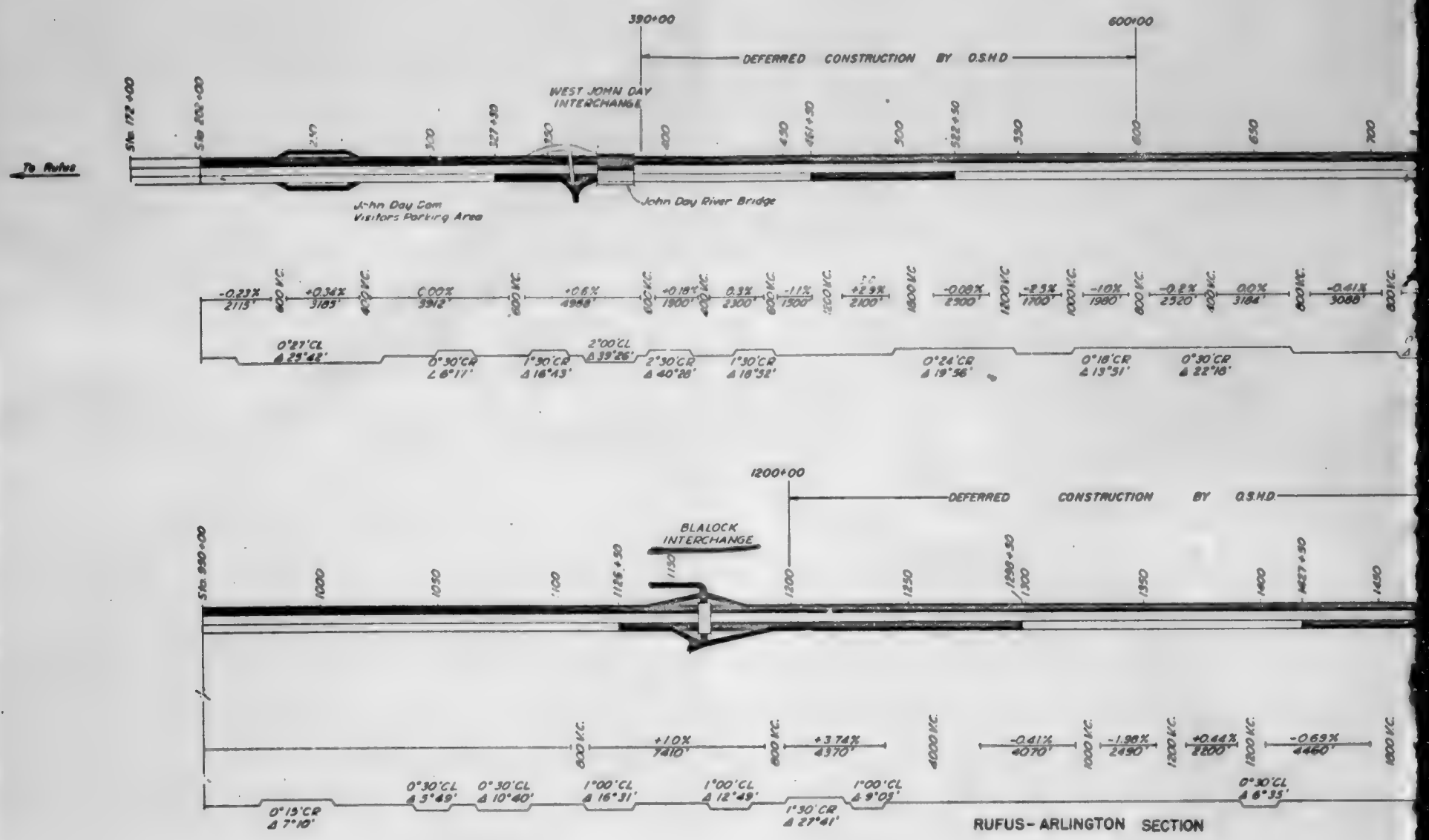
Thank you for your assistance, co-operation and advise on this matter.

Very truly yours,

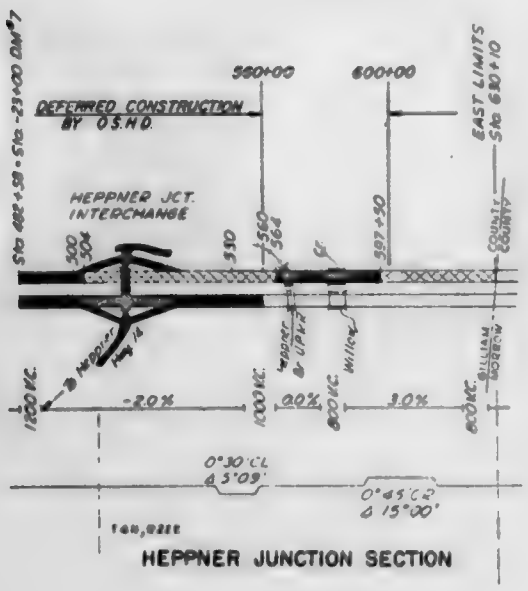
G. E. ROHDE
Chief Counsel

GER:ks - encls.
cc: R. L. Porter
F. B. Klaboe
C. H. Maison

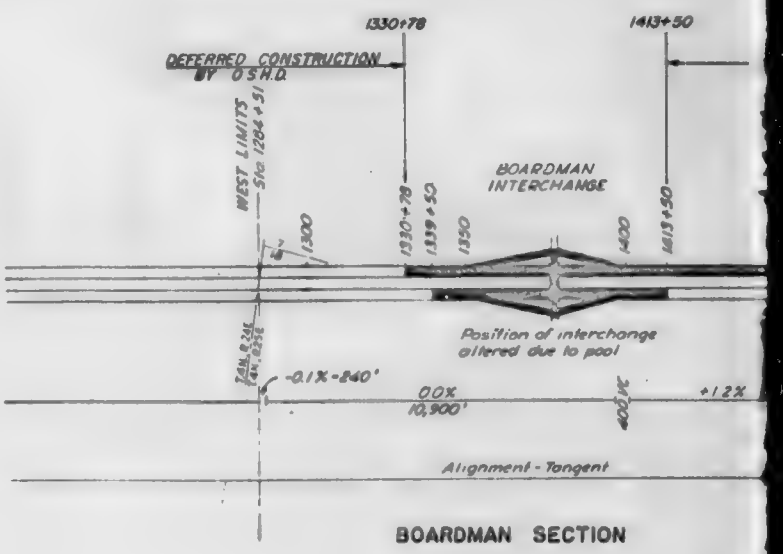
PS OF ENGINEERS



RUFUS - ARLINGTON SECTION

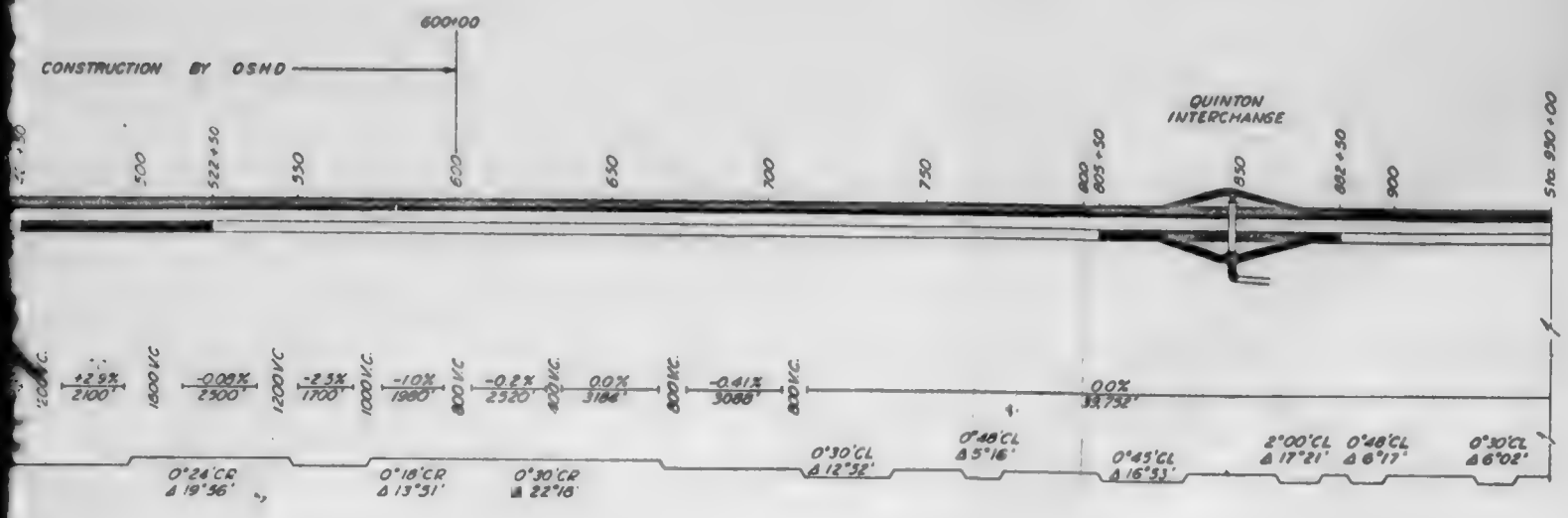


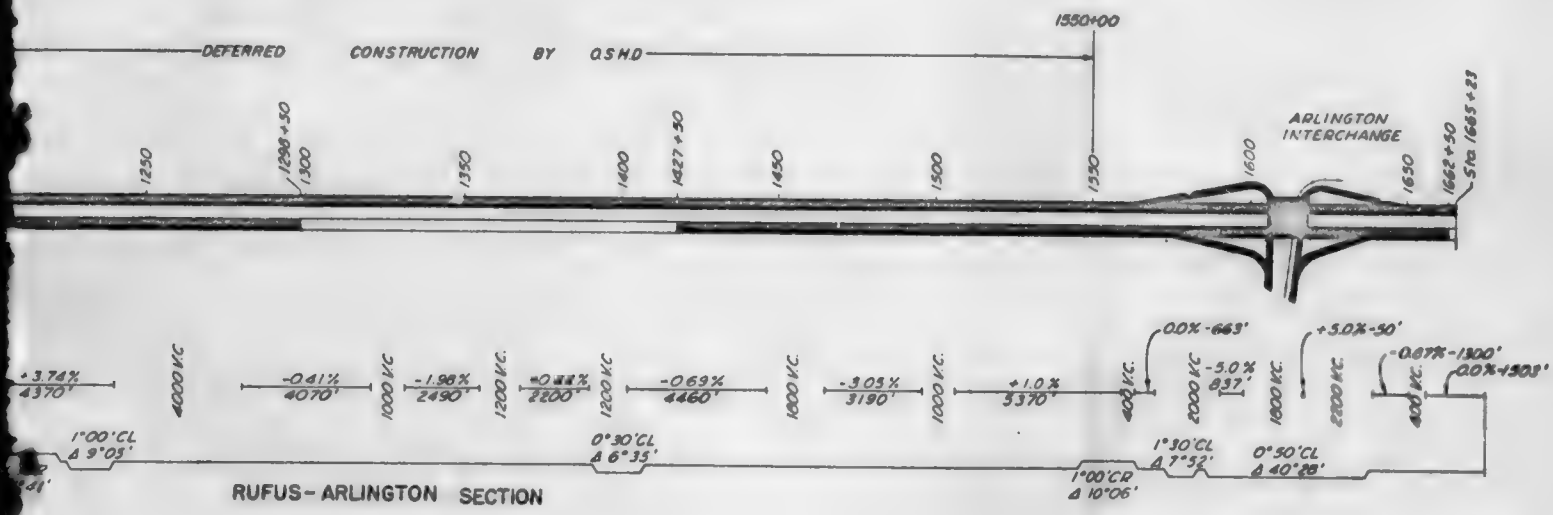
HEPPNER JUNCTION SECTION



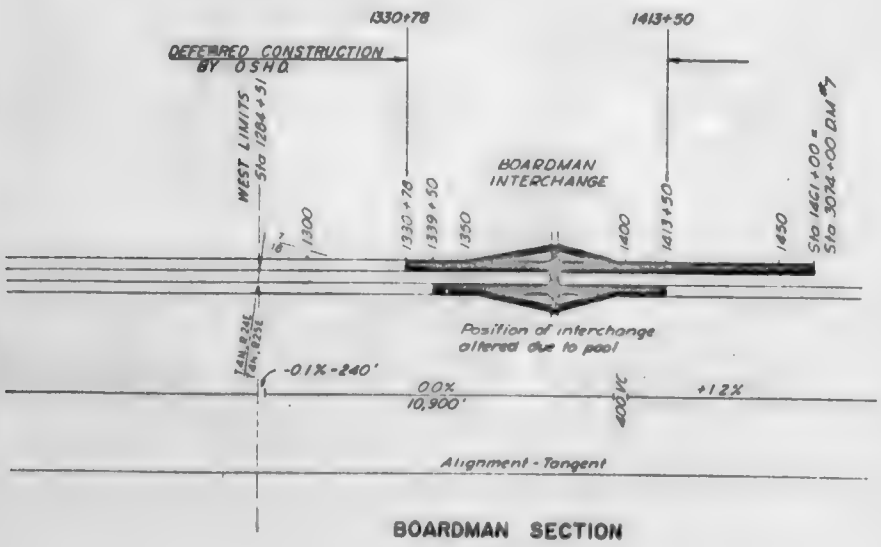
BOARDMAN SECTION

U. S. ARMY





RUFUS - ARLINGTON SECTION



BOARDMAN SECTION

ACCESS POINTS WILL BE PROVIDED FROM HIGHWAY I-80N TO U.P.R.R. (FOR USE BY THE U.P.R.R.) AT THE FOLLOWING HIGHWAY STATIONS

RUFUS - ARLINGTON SECTION
260 APPROXIMATE
318
456
646
838
950
1163
1246
1614

HEPPNER JUNCTION SECTION
515 APPROXIMATE
810

BOARDMAN SECTION
1578 APPROXIMATE

CONTROL OF ACCESS WILL BE IN ACCORDANCE WITH APPLICABLE A.A.S.H.O. STANDARDS

LEGEND

- CORPS OF ENGINEERS CONSTRUCTION OBLIGATION
- ORE. STATE HWY. DEPT. CONSTRUCTION OBLIGATION
- EXISTING PAVEMENT USED IN THIS AREA

EXHIBIT B

(TO ACCOMPANY CONTRACT NO. DA-45-144-CIVENG-61-133)

REVISION	DATE	DESCRIPTION	BY

U. S. ARMY ENGINEER DISTRICT
WALLA WALLA, WASHINGTON

DESIGNED: H.N.C.
DRAWN: Geo. Schiffman
CHECKED: W.J.B.
SUPERVISED: H. Hanson, CHIEF, ENGR. DIV.

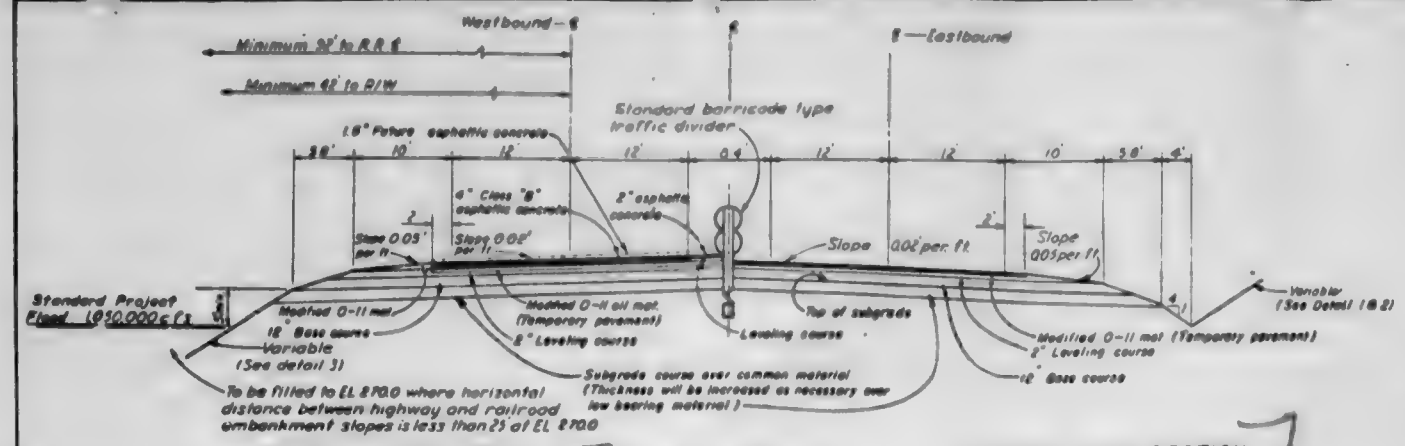
JOHN DAY LOCK AND DAM
COLUMBIA RIVER, OREGON AND WASHINGTON

LOCATION OF INTERSTATE HIGHWAY 80N CONSTRUCTION OBLIGATION
SCHEMATIC

SUBMITTED: O. W. Walsh, CHIEF, RELOCATIONS BRANCH
RECOMMENDED: E. C. Hanson, CHIEF, ENGINEERING DIVISION
APPROVED: DATE 4 OCT 61
J. Hennish, MAJOR, C.E. DISTRICT ENGINEER
SCALE AS SHOWN
INV. NO. ENG.
FILE NO. JDR-1-0-6/5

APPROVED:
STATE OF OREGON HIGHWAY COMMISSION
BY: STATE HIGHWAY ENGINEER
DATE 10-3-61

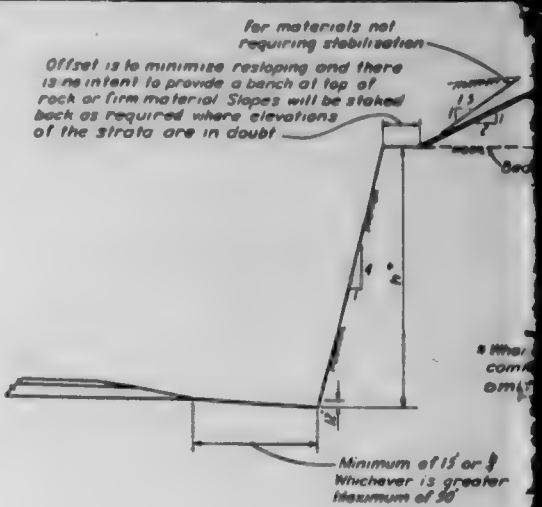
CORPS ENGINEERS


Westbound — ℄
℄ — Eastbound
Minimum 52' to R.R. ℄
Minimum 42' to R/W
Standard barricade type traffic divider
18" Future asphaltic concrete
4" Class "B" asphaltic concrete
2" asphaltic concrete
Slope 0.05' per ft.
Slope 0.02' per ft.
Slope .02' per ft.
Slope .05 per ft.
Standard Project Flood 10,000 c.f.s.
Modified O-11 mat
12" Base course
Variable (See detail 3)
Modified O-11 oil mat (Temporary pavement)
2" Leveling course
Top of subgrade
Leveling course
Modified O-11 mat (Temporary pavement)
2" Leveling course
12" Base course
Variable (See Detail 1 & 2)
To be filled to EL 270.0 where horizontal distance between highway and railroad embankment slopes is less than 25' of EL 270.0
Subgrade course over common material (Thickness will be increased as necessary over low bearing material)

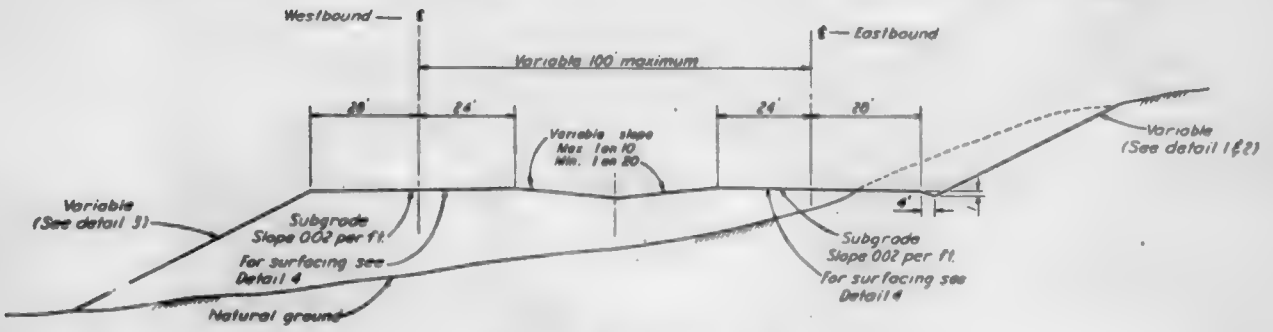
TYPICAL HALF SECTION
FINAL SURFACING

TYPICAL SECTION A
INTERSTATE HIGHWAY 80 N
RESTRICTED RIGHT-OF-WAY

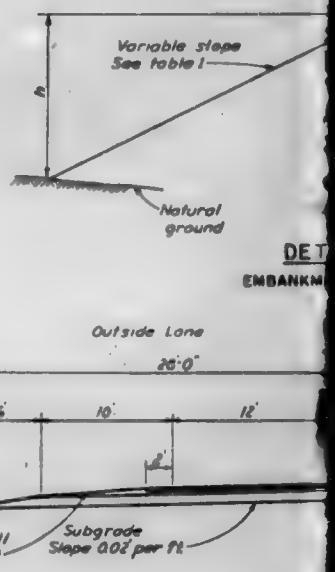
TYPICAL HALF SECTION
TEMPORARY SURFACING
(Corps of Engineers to construct highway to top of temporary pavement, including traffic divider. O.S.H. to complete construction to final surfacing.)


For materials not requiring stabilization
Offset is to minimize resloping and there is no intent to provide a bench at top of rock or firm material Slopes will be staked back as required where elevations of the strata are in doubt
Minimum of 15' or ½ Whichever is greater Maximum of 30'

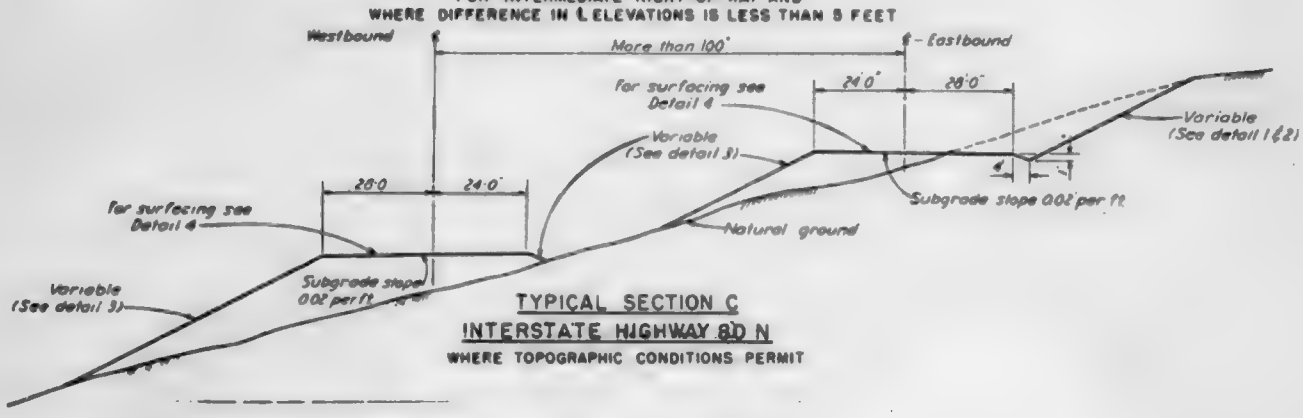
DETAIL 1
ROCK EXCAVATION SLOPES



TYPICAL SECTION B
INTERSTATE HIGHWAY 80 N
FOR INTERMEDIATE RIGHT-OF-WAY AND
WHERE DIFFERENCE IN ℄ ELEVATIONS IS LESS THAN 5 FEET

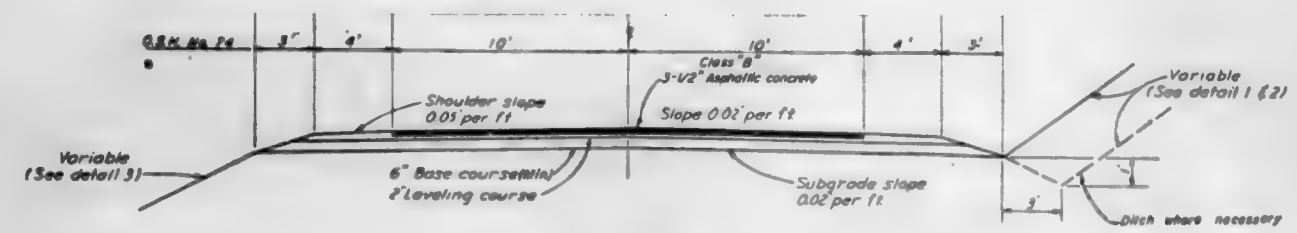


DETAIL
EMBANKM

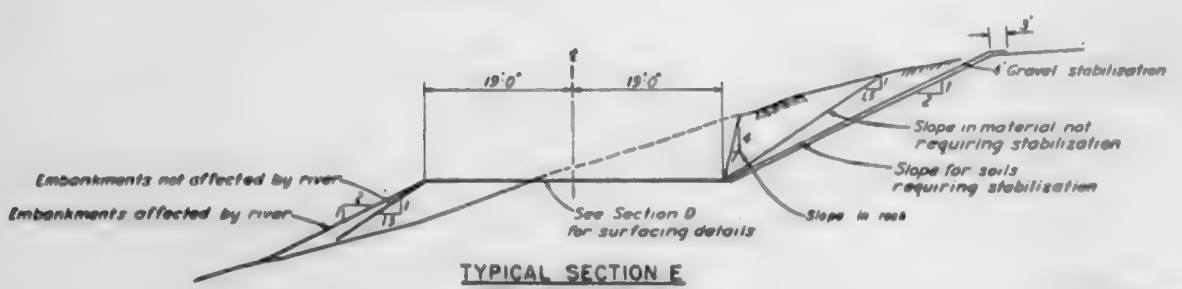


TYPICAL SECTION C
INTERSTATE HIGHWAY 80 N
WHERE TOPOGRAPHIC CONDITIONS PERMIT

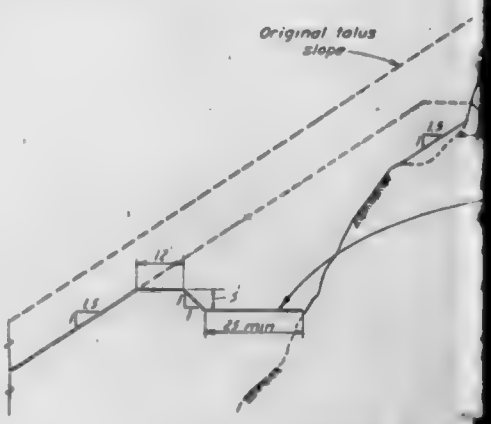
DETA
SURFACING DETAILS



TYPICAL SECTION D
OREGON STATE HIGHWAY NO. 74



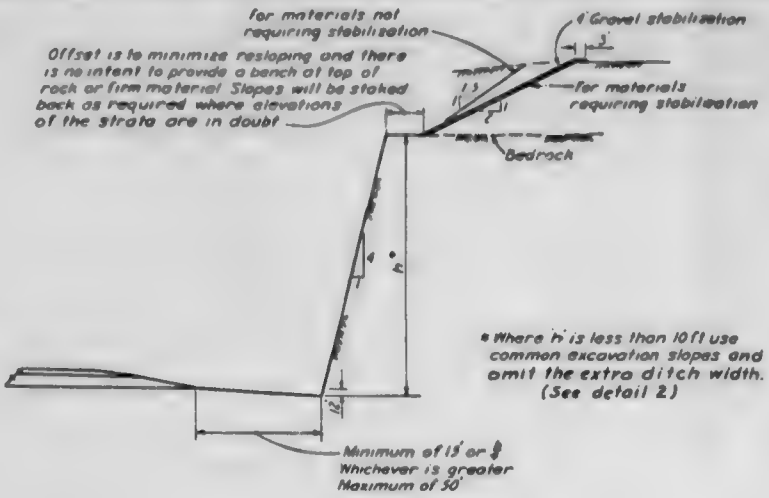
TYPICAL SECTION E
HIGHWAY DETOUR



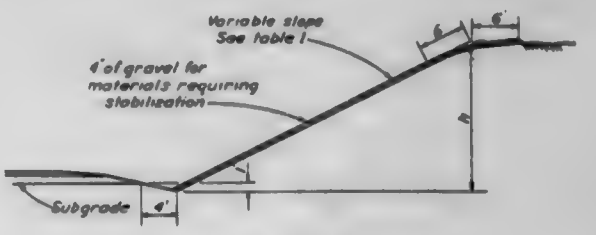
DETAIL 6
BENCH AT TOP OF TALUS SLOPE
PROTECTION AGAINST FALLING

NOT TO SCALE

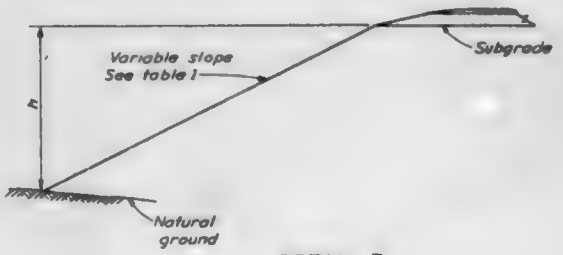
U. S. ARMY


for materials not requiring stabilization
4" Gravel stabilization
Offset is to minimize resloping and there is no intent to provide a bench at top of rock or firm material. Slopes will be staked back as required where elevations of the strata are in doubt
for materials requiring stabilization
Bedrock
* Where 'h' is less than 10 ft use common excavation slopes and omit the extra ditch width. (See detail 2)
Minimum of 15' or ½ Whichever is greater Maximum of 50'

DETAIL 1
ROCK EXCAVATION SLOPES



DETAIL 2
COMMON EXCAVATION SLOPE

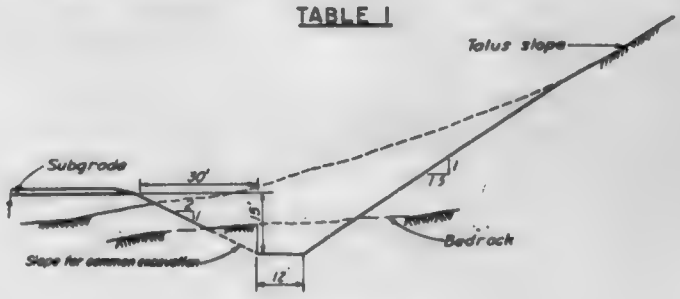


DETAIL 3
EMBANKMENT SLOPES

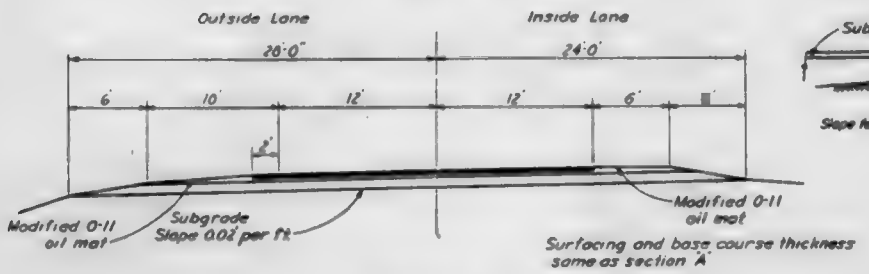
H, FEET	EARTH SLOPES, FOR TYPES OF TERRAIN		
	FLAT OR ROLLING	MODERATELY STEEP	STEEP
0 - 4	1 (VERT.) ON 4 (HORIZ.)	1 (VERT.) ON 4 (HORIZ.)	1 (VERT.) ON 4 (HORIZ.)
4 - 10	1 (VERT.) ON 4 (HORIZ.)	1 (VERT.) ON 3 (HORIZ.)	1 (VERT.) ON 2 (HORIZ.)
10 - 15	1 (VERT.) ON 3 (HORIZ.)	1 (VERT.) ON 2.5 (HORIZ.)	1 (VERT.) ON 1.75 (HORIZ.)
15 - 20	1 (VERT.) ON 2 (HORIZ.)	1 (VERT.) ON 2 (HORIZ.)	1 (VERT.) ON 1.5 (HORIZ.)
OVER 20	1 (VERT.) ON 2 (HORIZ.)	1 (VERT.) ON 1.5 (HORIZ.)	1 (VERT.) ON 1.5 (HORIZ.)

* SLOPES BOUNDING STABILIZATION OR INFLUENCED BY THE POOL WILL NOT BE STEEPER THAN ON 2.

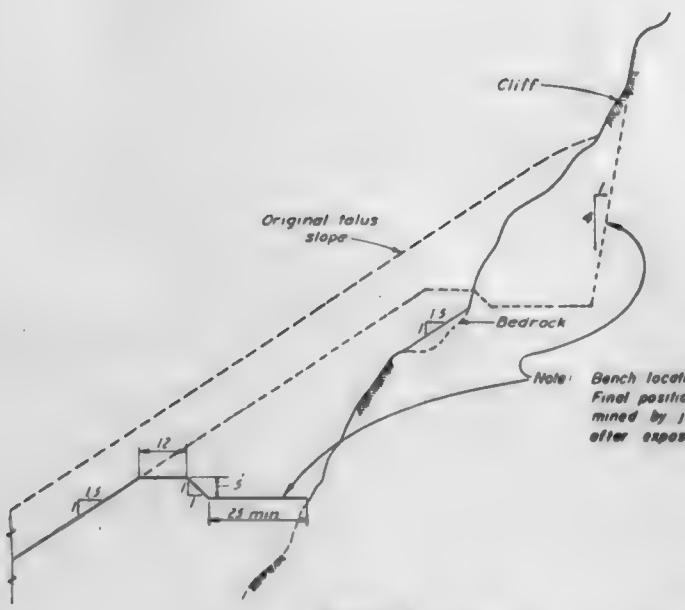
TABLE 1



DETAIL 5
ROADSIDE DITCH FOR PROTECTION AGAINST FALLING ROCK



DETAIL 4
SURFACING DETAILS FOR SECTIONS B & C.



DETAIL 6
BENCH AT TOP OF TALUS SLOPE FOR PROTECTION AGAINST FALLING ROCK

NOT TO SCALE

APPROVED:
STATE OF OREGON HWY. COMMISSION
By: State Hwy. Engineer
Date: 10-2-61

EXHIBIT B

(TO ACCOMPANY CONTRACT NO. DA-45-164-CIVENG-61-[illegible])

REVISION	DATE	DESCRIPTION	BY

U. S. ARMY ENGINEER DISTRICT
WALLA WALLA, WASHINGTON

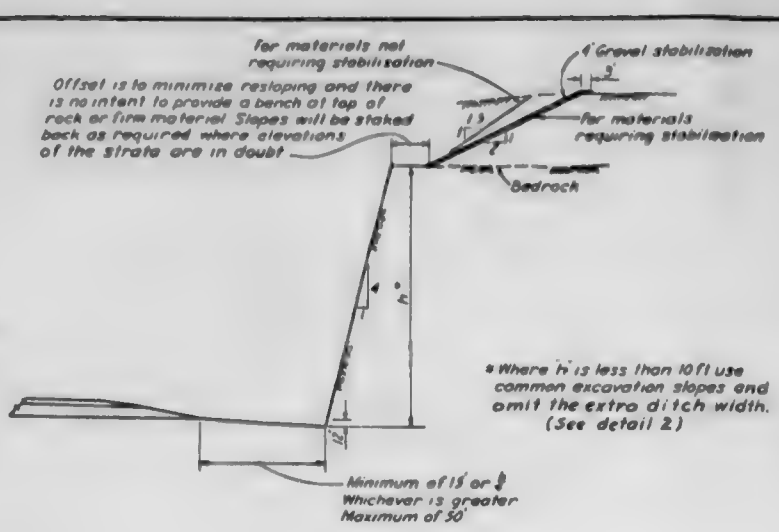
DESIGNED M.H.G.
DRAWN R.L.B.
CHECKED H.R.M.
SUPERVISED

JOHN DAY LOCK AND DAM
COLUMBIA RIVER, OREGON AND WASHINGTON

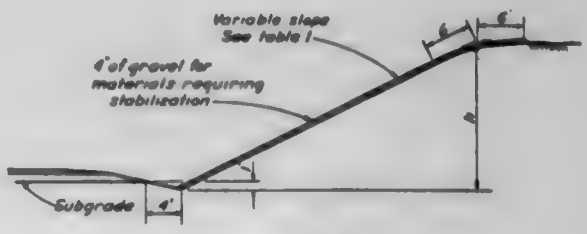
INTERSTATE HWY. 80 N. AND O.S.H. 74
TYPICAL SECTIONS

SUBMITTED: C.W. Welch, CHIEF, OPERATIONS BRANCH
APPROVED: 6 OCT 61, MAJOR, C.E. DISTRICT ENGINEER
RECOMMENDED: E.C. Tranger, CHIEF, ENGINEERING DIVISION
SCALE AS SHOWN
HWY. NO. [illegible]
SHEET JDR-1-0-414

U. S. ARMY


for materials not requiring stabilization
4' Gravel stabilization
Offset is to minimize resloping and there is no intent to provide a bench at top of rock or firm material. Slopes will be staked back as required where elevations of the strata are in doubt
for materials requiring stabilization
Bedrock
* Where 'h' is less than 10 ft use common excavation slopes and omit the extra ditch width. (See detail 2)
Minimum of 15' or ½ Whichever is greater Maximum of 50'

DETAIL 1
ROCK EXCAVATION SLOPES

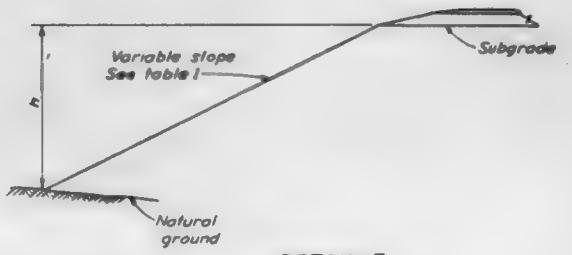


DETAIL 2
COMMON EXCAVATION SLOPE

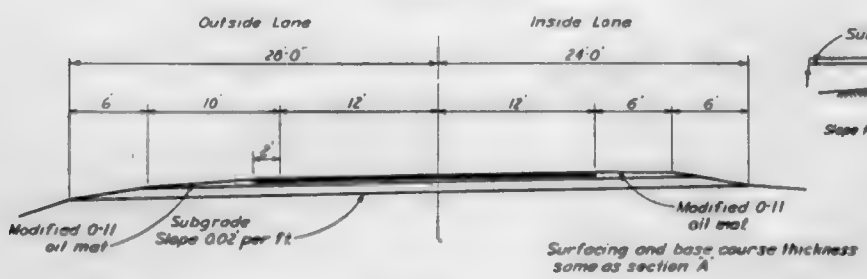
H, FEET	EARTH SLOPES, FOR TYPES OF TERRAIN		
	FLAT OR ROLLING	MODERATELY STEEP	STEEP
0 - 4	1 (VERT.) ON 4 (HORIZ.)	1 (VERT.) ON 4 (HORIZ.)	1 (VERT.) ON 4 (HORIZ.)
4 - 10	1 (VERT.) ON 4 (HORIZ.)	1 (VERT.) ON 3 (HORIZ.)	1 (VERT.) ON 2 (HORIZ.)
10 - 15	1 (VERT.) ON 3 (HORIZ.)	1 (VERT.) ON 2.5 (HORIZ.)	1 (VERT.) ON 1.75*(HORIZ.)
15 - 20	1 (VERT.) ON 2 (HORIZ.)	1 (VERT.) ON 2 (HORIZ.)	1 (VERT.) ON 1.5* (HORIZ.)
OVER 20	1 (VERT.) ON 2 (HORIZ.)	1 (VERT.) ON 1.5*(HORIZ.)	1 (VERT.) ON 1.5* (HORIZ.)

* SLOPES REQUIRING STABILIZATION OR INFLUENCED BY THE POOL WILL NOT BE STEEPER THAN ON 2.

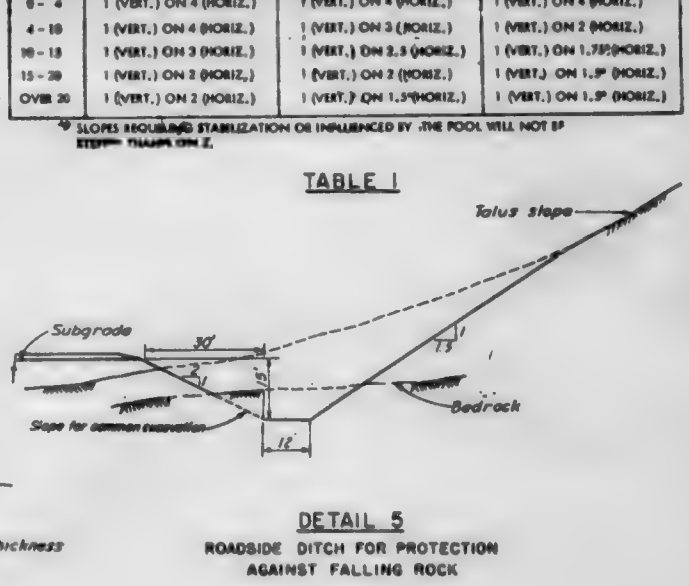
TABLE I



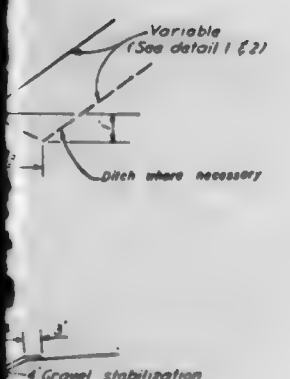
DETAIL 3
EMBANKMENT SLOPES

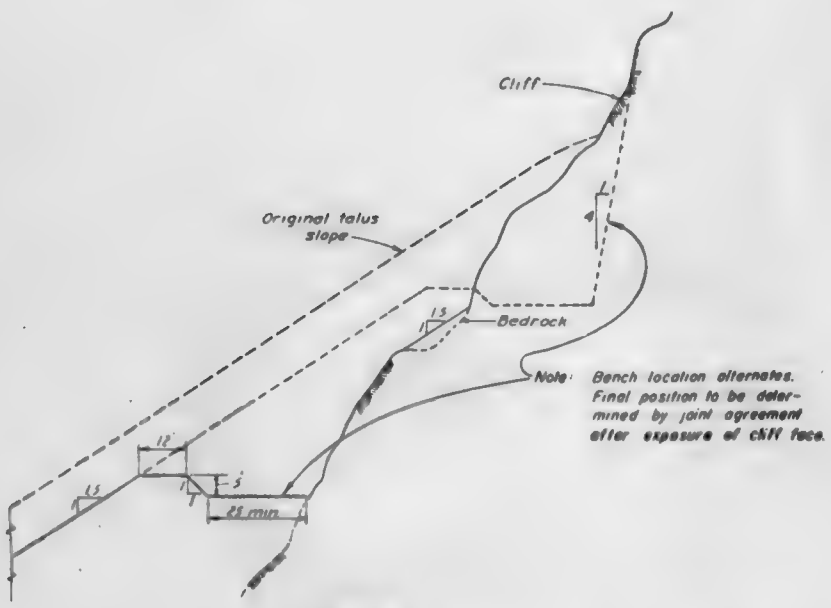


DETAIL 4
SURFACING DETAILS FOR SECTIONS B.&C.



DETAIL 5
ROADSIDE DITCH FOR PROTECTION AGAINST FALLING ROCK




Cliff
Original talus slope
Bedrock
Note: Bench location alternates. Final position to be determined by joint agreement after exposure of cliff face.
25' min.

DETAIL 6
BENCH AT TOP OF TALUS SLOPE FOR PROTECTION AGAINST FALLING ROCK

NOT TO SCALE

APPROVED:
STATE OF OREGON HWY. COMMISSION
By: State Hwy. Engineer
Date: 10-2-61

EXHIBIT B

(TO ACCOMPANY CONTRACT NO. DA-45-164-CIVENG-61-188)

REVISION	DATE	DESCRIPTION	BY

U.S. ARMY ENGINEER DISTRICT
WALLA WALLA, WASHINGTON

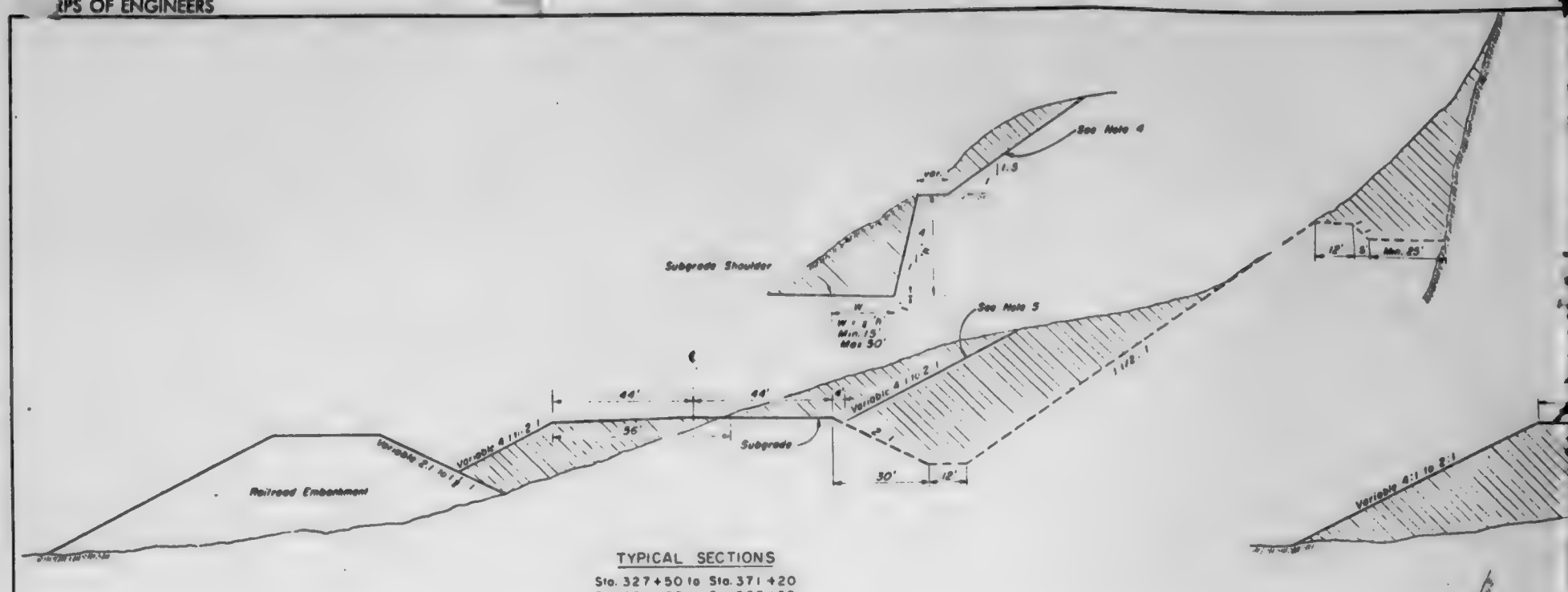
JOHN DAY LOCK AND DAM
COLUMBIA RIVER, OREGON AND WASHINGTON

INTERSTATE HWY. 80 N. AND O.S.H. 74
TYPICAL SECTIONS

DESIGNED M.K.S.
DRAWN R.L.G.
CHECKED M.R.M.
SUPERVISED

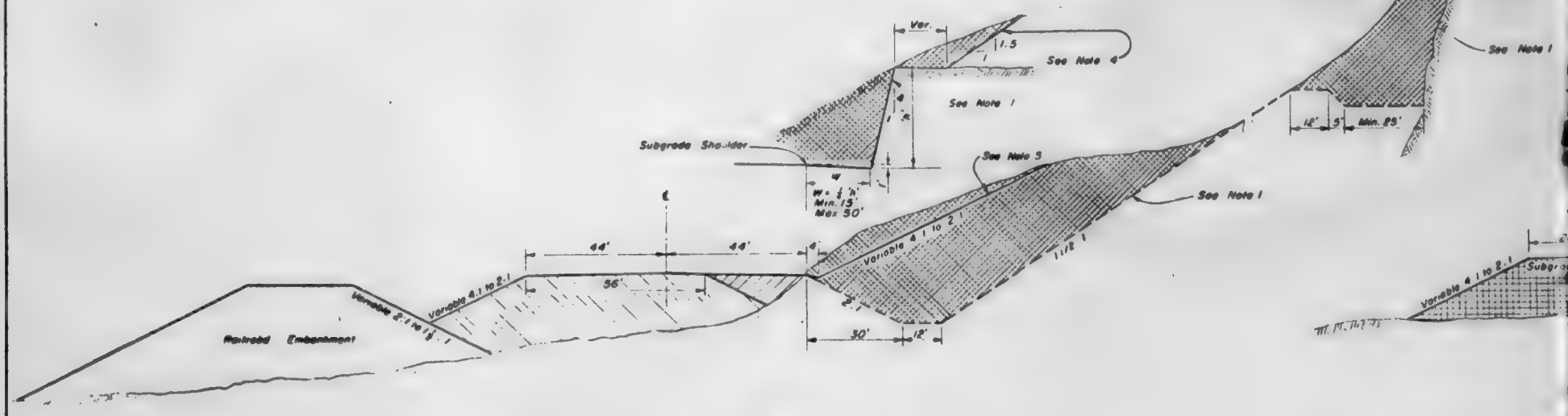
SUBMITTED: A.W. Welch, CHIEF, DESIGN BRANCH
APPROVED: DATE: 6 OCT 61, MAJOR, C.E., DISTRICT ENGINEER
RECOMMENDED: E.C. Stamm, CHIEF, ENGINEERING DIVISION
SCALE AS SHOWN
DRAWING NO. JDR-4-0-414

RPS OF ENGINEERS



TYPICAL SECTIONS

Sta. 327+50 to Sta. 371 +20
Sta. 461 +50 to Sta 522 +50
Sta. 805+50 to Sta. 882 +50
Sta 1126+50 to Sta 1283 +00
Sta. 1533+60 to Sta. 1603 +50
Sta. 1617 +00 to Sta. 1662 +50

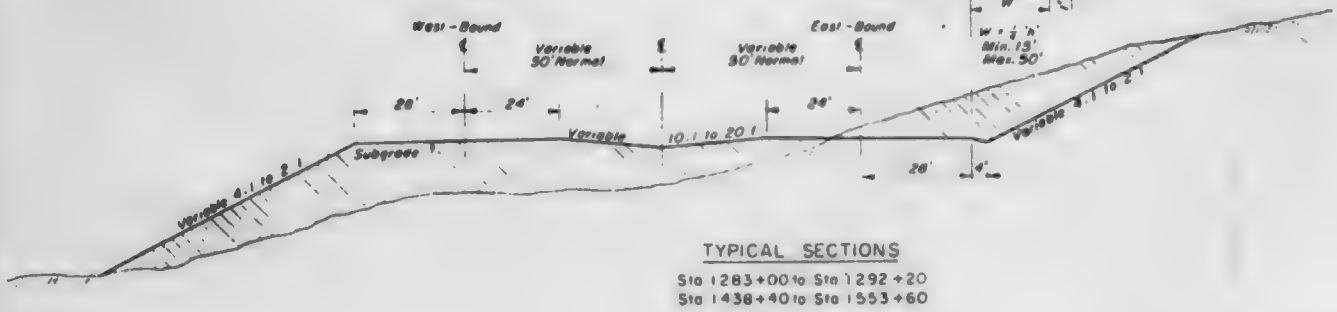


TYPICAL SECTIONS

Sta. 202+00 to Sta. 327+50
Sta 386+60 to Sta. 461 +50
Sta 522+50 to Sta. 805 +50
Sta 882+50 to Sta. 1126 +50
Sta. 1662+50 to Sta. 1665 +23

SLOPE CRITERIA

SIDE SLOPES (Cut & Fill)	
0 to 10	Max. 4:1
10 to 15	Max. 3:1
Over 15	Max. 2:1



TYPICAL SECTIONS

Sta 1283+00 to Sta 1292 +20
Sta 1438+40 to Sta 1553+60

HEPPNER JUNCTION

Sta 482+58 to Sta 604+00

BOARDMAN AREA

Sta. 1339+50 to Sta. 1413 +50

LEGEND

- U. S. C. E. OBLIGATION
- ORE. STATE HWY. DEPT. OBLIGATION
- JOINT OBLIGATION
- ORE. STATE HWY. DEPT. EXISTING HWY. 30

NOTES

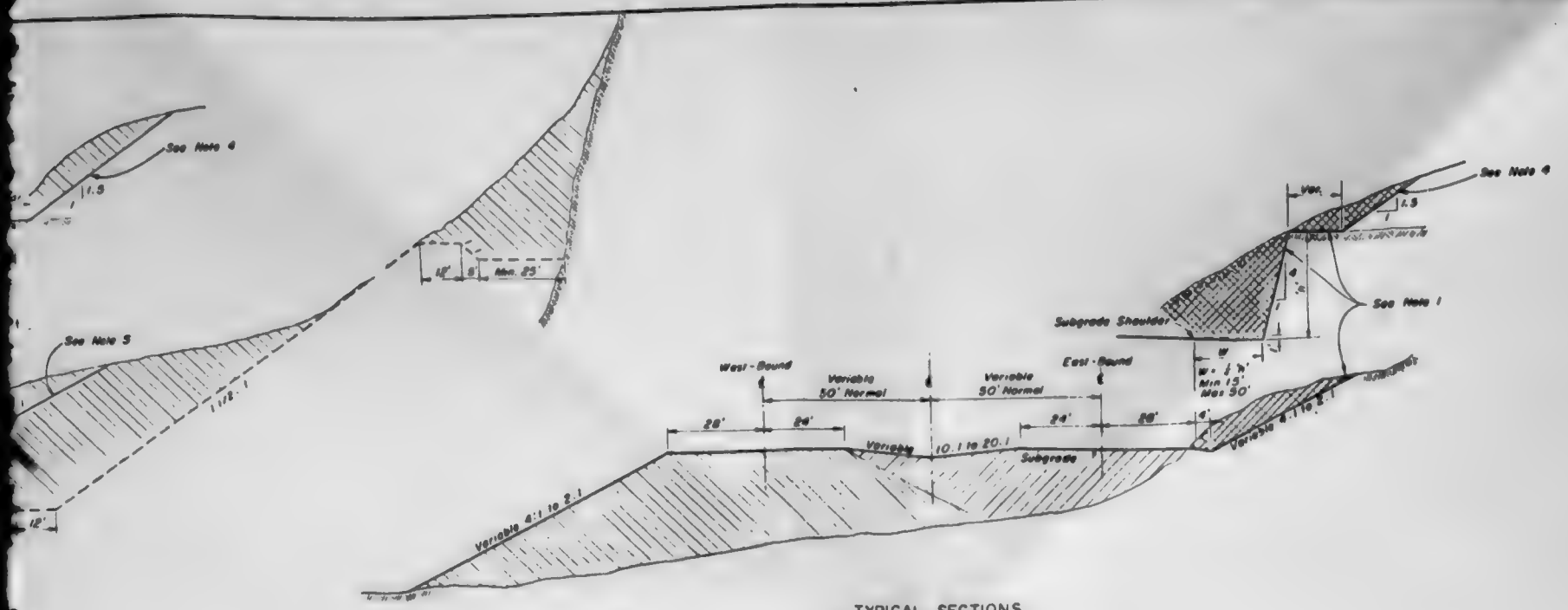
1. The embankment highway is of excavation battermen
2. Cla
3. Du
e 25' dec
economica
4. Sl
5. Ba
required.

EARTHWORK TYPICAL SECTIONS

SCALE IN FEET

20 0 20 40 60

U. S. ARMY



TYPICAL SECTIONS

Sta. 1292+20 to Sta. 1438+40

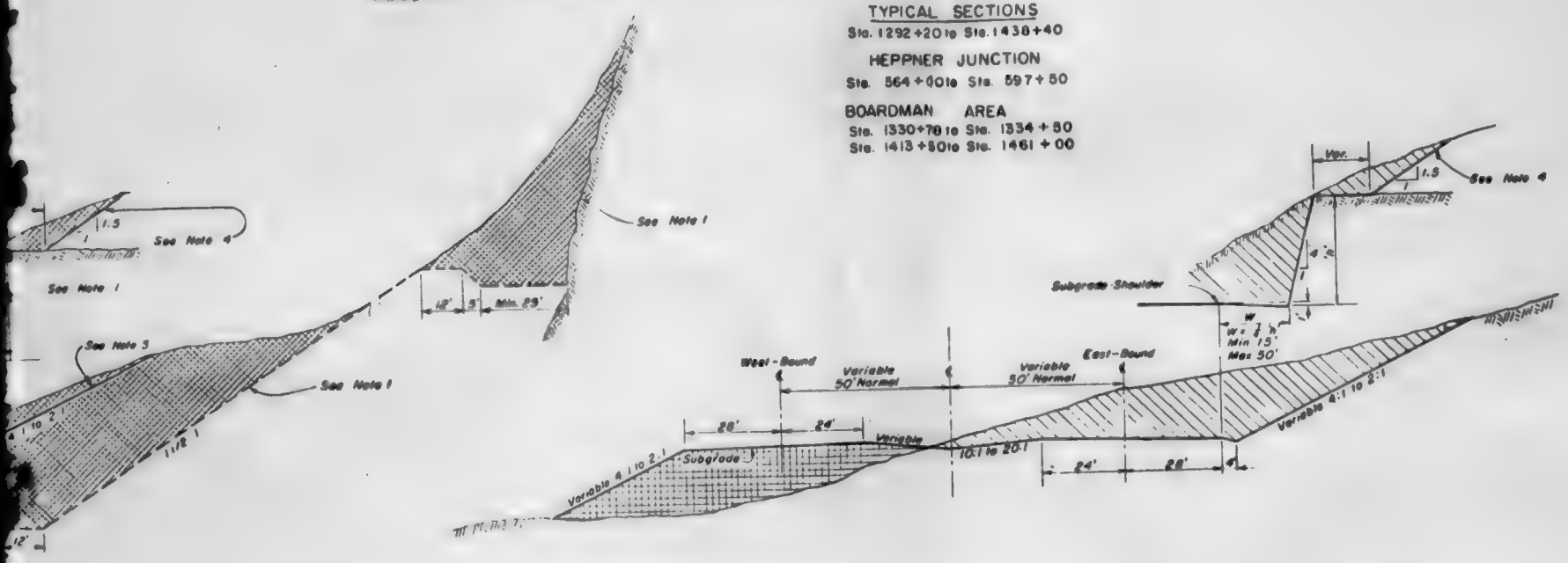
HEPPNER JUNCTION

Sta. 564+00 to Sta. 597+50

BOARDMAN AREA

Sta. 1330+70 to Sta. 1334+50

Sta. 1413+50 to Sta. 1461+00

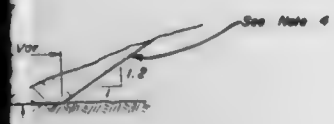


TYPICAL SECTIONS

HEPPNER JUNCTION

Sta. 504+00 to Sta. 560+00

Sta. 608+00 to Sta. 630+00



SLOPE CRITERIA

SIDE SLOPES (Cut & Fill)	
0 to 10	Max. 4:1
10 to 15	Max. 3:1
Over 15	Max. 2:1

LEGEND

- U. S. C. E. OBLIGATION
- ORE. STATE HWY. DEPT. OBLIGATION
- JOINT OBLIGATION
- ORE. STATE HWY. DEPT. EXISTING HWY. 30

NOTES

1. The portion of the excavation needed to construct the embankment which is required for U.P. RR. and /or class A highway is Project responsibility as borrow. The remainder of excavation and embankment is Ore. State Hwy. Dept. betterment.
2. Class A highway requires 56' subgrade.
3. During Design, Studies will be made in areas where a 25' deep fallout ditch adjacent to the highway appears economically more feasable than the upper fallout zone.
4. Slope to be determined by field conditions.
5. Backslope for areas where fallout protection is not required.

EARTHWORK TYPICAL SECTIONS

SCALE IN FEET

20 0 20 40 60

APPROVED:
STATE OF OREGON HIGHWAY COMMISSION

BY: STATE HIGHWAY ENGINEER — DATE 10-2-61

EXHIBIT B

(TO ACCOMPANY CONTRACT NO. DA-45-144-CIVENG-61-100)

REVISION	DATE	DESCRIPTION	BY

U. S. ARMY ENGINEER DISTRICT
WALLA WALLA, WASHINGTON

DESIGNED M. H. G.
DRAWN T. J. Horner
CHECKED W. J. D.
SUBMITTED: Chief, Engineering Division

JOHN DAY LOCK AND DAM
COLUMBIA RIVER, OREGON AND WASHINGTON

LOCATION OF INTERSTATE HIGHWAY 80N
CROSS SECTIONS
DIVISION OF GRADING OBLIGATIONS

SUBMITTED: Chief, Relocations Branch
APPROVED: Major, C. E. Acting District Engineer — DATE 4 Oct 61
RECOMMENDED: Chief, Engineering Division
SCALE AS SHOWN — INV. NO. ENG.
SHEET — JDR-1-0-4/6

CORPS OF ENGINEERS

RUFUS - ARLINGTON UNIT
SUMMARY OF CONSTRUCTION COSTS

ITEM	CORPS OF ENGINEERS QUANTITY		CORPS OF ENGINEERS AMOUNT	OREGON STATE HIGHWAY DEPARTMENT QUANTITY		OREGON STATE HIGHWAY DEPARTMENT AMOUNT
CLEARING & GRUBBING		LUMP SUM	28,800		LUMP SUM	1,200
DRAINAGE EXCAV. UNCLASSIFIED	9,685	CU.YD.	29,655	2,370	CU.YD.	7,110
GENERAL EXCAV. UNCLASSIFIED	11,772,752	CU.YD.	5,062,283	1,086,462	CU.YD.	467,179
GEN.EXCAV.UNCLASSIFIED TO RR.EMB.	16,707,776	CU.YD.	7,184,344			
SHORT OVERHAUL	30,850,600	YD.STA.	308,506	1,758,170	YD.STA.	17,582
LONG OVERHAUL	772,574	"C"YD.STA.	270,401	24,704	"C"YD.STA.	8,646
LOOSE RIPRAP	15,168	CU.YD.	37,920	107	CU.YD.	268
ROCK SLOPE PROTECTION	7,835	CU.YD.	19,588	166	CU YD.	415
GRAVEL BLANKET	54,619	CU.YD.	81,929	6,598	CU.YD.	9,897
FINISHING ROADBED & SLOPES (4 LANE ROADWAY)	10.95	MILE	21,900			
FINISHING ROADBED & SLOPES (2 LANE ROADWAY)	16.79	MILE	16,790	16.79	MILE	16,790
15" CORR. METAL PIPE UNCTD.	116	LIN.FT.	493	415	LIN.FT.	1,764
18" CORR. METAL PIPE UNCTD.	1,910	LIN.FT.	9,550	517	LIN.FT.	2,585
24" CORR. METAL PIPE UNCTD.	11,732	LIN.FT.	87,990	1,870	LIN.FT.	14,025
36" CORR. METAL PIPE UNCTD.	664	LIN.FT.	9,628	88	LIN.FT.	1,276
48" CORR. METAL PIPE UNCTD.	816	LIN.FT..	20,400	92	LIN.FT.	2,300
60" CORR. METAL PIPE UNCTD.	529	LIN.FT.	16,928	97	LIN.FT.	3,104
72" CORR. METAL PIPE UNCTD.	118	LIN.FT.	5,074	35	LIN.FT.	1,505
96" STRUCTURAL PLATE PIPE	1,432	LIN.FT.	143,200			
120" STRUCTURAL PLATE PIPE	746	LIN.FT.	89,520	145	LIN.FT.	17,400
197" x 171" STRUCT. PLATE ARCH PIPE	328	LIN.FT.	65,600	103	LIN.FT.	20,600
CONCRETE INLET, TYPE G	3	EACH	285			
15" METAL END SECTION UNCTD.	2	EACH	70	5	EACH	175
18" METAL END SECTION UNCTD.	11	EACH	440	6	EACH	240
24" METAL END SECTION UNCTD.	4	EACH	200	2	EACH	100
COARSE CR. MAT'L IN BASE	668,297	TON	835,371	193,659	TON	242,074
3/4" -0 MAT'L IN BASE	158,052	TON	213,370	38,699	TON	52,244
PREP.OF BASE (4 LANE SECTION)	10.95	MILE	4,380			
PREP.OF BASE (2 LANE SECTION)	16.79	MILE	3,358	16.79	MILE	3,358
SPRINKLING	16,528	M.GAL.	41,320	4,648	M.GAL	11,620
RC-3 ASPHALT IN BINDER COURSE	1,685	TON	72,455	529	TON	22,747
3/4" -0 MAT'L IN BINDER COURSE	10,473	CU.YD.	39,274	3,288	CU.YD.	12,330
ASPHALTIC CONCRETE MIXTURE	178,317	TON	651,587	116,779	TON	426,243
ASPHALT IN MIXTURE	10,708	TON	364,072	7,006	TON	238,204
RS-1 ASPHALT IN TACK COAT	235	TON	17,625	125	TON	9,375
120-150 ASPHALT	2,504	TON	107,672	1,211	TON	52,073
RS - 1 ASPHALT - OIL MAT	740	TON	33,300	359	TON	16,155
FURNISH & PLACE AGGR.	35,005	CU.YD.	131,269	16,939	CU.YD.	63,521
ASPH. CONC. TRAFFIC MARKERS, TYPE L	1,485	LIN.FT.	1,114	165	LIN.FT.	124
METAL GUARD RAIL	210,386	LIN.FT.	504,926	1,018	LIN.FT.	2,443
METAL MEDIAN BARRIER	45,892	LIN.FT.	172,095	83,614	LIN.FT.	313,553
PARKING RAILS	858	LIN.FT.	1,716			
GUARD POSTS	44	EACH	440			
W-1 METAL GUIDE POSTS	689	EACH	4,651	282	EACH	1,904
W-2 METAL GUIDE POSTS	42	EACH	315	11	EACH	83
Y-2 METAL GUIDE POSTS	334	EACH	2,509	32	EACH	248
Y-3 METAL GUIDE POSTS	10	EACH	85	2	EACH	17
TYPE 1 FENCE	20,429	ROD	122,574			
TYPE 3 FENCE	143	ROD	2,145			
SUBTOTAL GRADING & PAVING			$ 16,839,197			$ 2,062,477
OTHER EXPENDITURES						
ADJUST ELECTRIC UTILITIES		LUMP SUM	20,000			
PAINTING TRAFFIC CONTROL		LUMP SUM	19,518			8,493
REMOVING EXISTING STRUCTURES		LUMP SUM	8,000			
SIGNING		LUMP SUM	54,350			5,650
FLAGGING		LUMP SUM	48,000			2,000
SUBTOTAL			$ 16,989,065			$ 2,078,620

RUFUS - ARLINGTON UNIT - CONT.
SUMMARY OF CONSTRUCTION COSTS

ITEM	CORPS OF ENGINEERS QUANTITY	CORPS OF ENGINEERS AMOUNT	OREGON STATE HIGHWAY QUANTITY
STRUCTURES			
JOHN DAY DAM VISITORS UNDERPASS		16,700	
JOHN DAY INTERCHANGE			
JOHN DAY RIVER BRIDGE		1,335,968	
QUINTON INTERCHANGE			
BLALOCK INTERCHANGE			
ARLINGTON VIADUCT		1,022,298	
TOTAL STRUCTURES		$ 2,374,966	
SUBTOTAL		$19,364,031	
+10% ENGINEERING & CONTINGENCIES		1,936,403	
TOTAL		$21,300,434	

HEPPNER JUNCTION UNIT

CLEARING & GRUBBING		LUMP SUM	2,500		LUMP SU
DRAINAGE EXCAVATION UNCLASSIFIED	227	CU.YD.	681		
GEN.EXC. UNCL. TO HWY. EMB.	817,001	CU.YD.	433,011	640,022	CU.YD.
GEN. EXC.UNCL. TO RR. EMB.	425,120	CU.YD.	225,314		
SHORT OVERHAUL	3,736,187	YD. STA.	37,362	2,458,500	YD.STA.
LONG OVERHAUL	52,437	C-YD.STA.	20,975	18,370	C-YD.S
ROUNDING CUTBANKS	6,666	LIN.FT.	1,333	4,334	LIN.FT.
RIPRAP	15,173	CU.YD.	37,933	23,174	CU.YD.
ROCK SLOPE PROTECTION	14,475	CU.YD.	36,188	22,688	CU.YD
ROCK FILTER BLANKET	2,284	CU.YD.	5,710	3,029	CU.YD.
FINISHING ROADBED & SLOPES	2.43	MILE	2,916	1.26	MILE
18" CMP UNCTD.	1,099	LIN.FT.	5,495		
COARSE CR. MAT'LS IN BASE	57,379	TON	71,724	18,723	TON
3/4"-0 MAT'L. IN BASE	13,774	TON	18,595	4,469	TON
SPRINKLING	1,422	M.GAL	3,555	464	M.GAL
PREPARATION OF BASE	2.43	MILE	729	1.26	MILE
3/4"-0 MAT'L IN BINDER COURSE	853	CU.YD.	3,199	273	CU.YD
RC-3 ASPHALT IN BINDER COURSE	139	TON	6,255	44	TON
ASPHALTIC CONCRETE MIXTURE	14,933	TON	61,226	7,932	TON
ASPH. IN MIXTURE	895	TON	31,325	476	TON
RS - 1 ASPHALT IN TACK COAT	18	TON	1,350	7	TON
120 - 150 ASPHALT	201	TON	9,045	68	TON
RS - 1 ASPHALT IN OIL MAT.	58	TON	2,784	20	TON
FURNISH & PLACE AGGREGATES	2,816	CU.YD.	10,560	956	CU.YD
A.C. TRAFFIC MARKERS TYPE L	495	LIN.FT.	495		
METAL GUARD RAIL	11,285	LIN.FT.	20,213	4,032	LIN.FT
W-1 METAL GUIDE POSTS	46	EACH	310	14	EACH
W-2 METAL GUIDE POSTS	13	EACH	98		
Y-2 METAL GUIDE POSTS	94	EACH	729		
Y-3 METAL GUIDE POSTS	2	EACH	17		
TYPE 1 FENCE	933	ROD	5,598	267	ROD
SUBTOTAL GRADING & PAVING			$ 1,065,225		
OTHER EXPENDITURES					
SIGNING			10,000		
FLAGGING			8,000		
SUBTOTAL			$ 18,000		
STRUCTURES					
HEPPNER JCT. INTERCHANGE 30'x236'			57,096		
HEPPNER BRANCH RR O'XING WB LANES 17' x 174'			109,832		
HEPPNER BRANCH RR. O'XING EB LANES 17' x 120'					
WILLOW CREEK-WB LANES 30'x 394'			109,790		
WILLOW CREEK-EB LANES 30'x 355'					
TOTAL STRUCTURES			$ 276,718		
SUBTOTAL			$ 1,359,943		
+10% ENGINEERING & CONTINGENCIES			135,994		
TOTAL			$ 1,495,937		

U.S. ARMY

RUFUS - ARLINGTON UNIT - CONT.

SUMMARY OF CONSTRUCTION COSTS

	CORPS OF ENGINEERS		OREGON STATE HIGHWAY DEPARTMENT	
	QUANTITY	AMOUNT	QUANTITY	AMOUNT
TORS UNDERPASS		16,700		
NGE				55,700
GE		1,335,968		895,588
NGE				43,300
GE				89,600
		1,022,298		
		$ 2,374,966		$1,084,188
		$19,364,031		$ 3,162,808
CONTINGENCIES		1,936,403		316,281
TOTAL		$21,300,434		$ 3,479,089

HEPPNER JUNCTION UNIT

G		LUMP SUM	2,500		LUMP SUM	2,500
ON UNCLASSIFIED	227	CU.YD.	681			
HWY. EMB.	817,001	CU.YD.	433,011	640,022	CU.YD.	339,212
RR. EMB.	425,120	CU.YD.	225,314			
	3,736,187	YD. STA.	37,362	2,458,500	YD.STA.	24,585
	52,437	C-YD.STA.	20,975	18,370	C-YD.STA	7,348
KS	6,666	LIN.FT.	1,333	4,334	LIN.FT.	867
	15,173	CU.YD.	37,933	23,174	CU.YD.	57,935
ION	14,475	CU.YD.	36,188	22,688	CU.YD.	56,720
	2,284	CU.YD.	5,710	3,029	CU.YD.	7,573
A SLOPES	2.43	MILE	2,916	1.26	MILE	1,512
	1,099	LIN.FT.	5,495			
N BASE	57,379	TON	71,724	18,723	TON	23,404
SE	13,774	TON	18,595	4,469	TON	6,033
	1,422	M.GAL	3,555	464	M.GAL	1,160
E	2.43	MILE	729	1.26	MILE	378
DER COURSE	853	CU.YD.	3,199	273	CU.YD	1,024
NDER COURSE	139	TON	6,255	44	TON	1,980
E MIXTURE	14,933	TON	61,226	7,932	TON	32,521
	895	TON	31,325	476	TON	16,660
CK COAT	18	TON	1,350	7	TON	525
	201	TON	9,045	68	TON	3,060
L MAT.	58	TON	2,784	20	TON	960
EGATES	2,816	CU.YD.	10,560	956	CU.YD.	3,585
S' TYPE L	495	LIN.FT.	495			
	11,285	LIN.FT.	28,213	4,032	LIN.FT.	10,080
OSTS	46	EACH	310	14	EACH	95
OSTS	13	EACH	98			
OSTS	94	EACH	729			
OSTS	2	EACH	17			
	933	ROD	5,598	267	ROD	1,602
ING & PAVING			$ 1,065,225			$ 601,319
DITURES			10,000			
			8,000			2,000
			$ 18,000			$ 2,000
RCHANGE 30'x236'			57,096			
R O'XING WB LANES			109,832			
. O'XING EB LANES						67,048
LANES 30'x 394'			109,790			
ANES 30'x 355'						135,400
KES			$ 276,718			$ 202,448
			$ 1,359,943			$ 805,767
& CONTINGENCIES			135,994			80,577
TOTAL			$ 1,495,937			$ 886,344

BOARDMAN UNIT

SUMMARY OF CONSTRUCTION COSTS

ITEM	CORPS OF ENGINEERS QUANTITY		AMOUNT	OREGON STATE HIGHWAY DEPARTMENT QUANTITY		AMOUNT
CLEARING & GRUBBING		LUMP SUM	5,500		LUMP SUM	4,500
DRAINAGE EXC. (UNCLASSIFIED)	2,053	CU.YD.	5,133	609	CU.YD.	1,523
GENERAL EXC (UNCLASSIFIED)	202,417	CU YD.	50,604	78,415	CU.YD.	19,604
BORROW EXC (UNCLASSIFIED)	565,970	CU.YD.	141,493	548,505	CU.YD.	137,126
SHORT OVERHAUL	3,948,989	YD.STA.	39,490	3,585,391	YD.STA.	35,854
LONG OVERHAUL	98,776	"C"YD.STA	34,572	246,616	"C"YD STA	86,316
GRAVEL BLANKET	18,356	CU.YD.	22,945	8,558	CU.YD	10,698
FINISHING ROADBED & SLOPES (4 LANE)	1.40	MILE	2,800	1.04	MILE	2,080
FINISHING ROADBED & SLOPES(2 LANE)	.90	MILE	900	.90	MILE	900
15" CMP UNCTD.	541	LIN.FT.	2,299	708	LIN.FT.	3,009
18" CMP UNCTD.	125	LIN.FT.	625			
24" CMP UNCTD.	350	LIN.FT.	2,625			
36" CMP UNCTD.	1,206	LIN.FT.	17,487	924	LIN.FT.	13,398
36" x 22" ARCH TYPE CMP UNCTD.	18	LIN.FT.	216			
43" x 27" ARCH TYPE CMP UNCTD.	58	LIN.FT.	957			
15" METAL END SECTION UNCTD.	9	EACH	315	12	EACH	420
36" CMP SIPHON PIPE UNCTD.	1,060	LIN.FT.	18,550			
CLASS "A" CONC.IN IRRIG.STRUCT.	14	CU.YD.	770			
METAL REINF.IN IRRIG.STRUCT.	1,716	LBS.	240			
WEED CATCHERS	2	EACH	150			
METAL GUARD RAIL	8,247	LIN.FT.	19,380	8,693	LIN.FT.	20,429
METAL GUIDE POSTS TYPE W-1	150	EACH	1,013	25	EACH	169
METAL GUIDE POSTS TYPE W-2	39	EACH	293			
METAL GUIDE POSTS TYPE Y-2	83	EACH	643			
METAL GUIDE POSTS TYPE Y-3	2	EACH	17			
TYPE - 1 FENCE	1,334	ROD	7,337	617	ROD	3,394
TYPE - 3 FENCE	455	ROD	6,598			
16' x 48' METAL GATE	1	EACH	85			
GRAVEL SLOPE PROTECTION 2'	19,357	CU.YD.	24,196	23,954	CU.YD.	29,942
COARSE CRUSHED MAT'L IN BASE	81,456	TONS	93,674	41,161	TONS	47,335
3/4"-0 MAT'L IN BASE	19,630	TONS	24,538	9,838	TONS	12,298
SPRINKLING	2,790	M.GAL.	6,975	1,647	M.GAL	4,118
PREPARATION OF BASE	1.40	MILE	560	1.04	MILE	416
PREPARATION OF BASE	.90	MILE	180	.90	MILE	180
3/4"-0 MAT'L. IN BINDER COURSE	1,219	CU.YD.	4,571	603	CU.YD.	2,261
RC - 3 ASPHALT IN BINDER COURSE	196	TON	9,016	97	TON	4,462
ASPHALTIC CONC. MIXTURE	20,985	TON	73,448	15,859	TON	55,507
ASPHALT IN MIXTURE	1,260	TON	45,360	950	TON	34,200
R.S. 1 ASPHALT IN TACK COAT	26	TON	1,950	15	TON	1,125
FURNISHING & PLACING AGGR.	3,930	CU.YD.	14,738	2,088	CU.YD.	7,830
120 - 150 ASPHALT	282	TON	12,972	150	TON	6,900
R.S. 1 ASPHALT IN OIL MAT	83	TON	3,984	44	TON	2,112
ASPH. CONC. TRAFFIC MARKERS, TYPE L	220	LIN.FT.	220			
SUBTOTAL GRADING & PAVING			$ 699,419			$ 548,106
OTHER EXPENDITURES						
FLAGGING			400			600
SIGNING			10,000			
PAINTING (TRAFFIC CONTROL)			1,900			1,500
MOVING UTILITY POLES			2,900			
SUBTOTAL			$ 15,200			$ 2,100
STRUCTURES						
STRUCTURE (30' x 250')			73,000			
SUBTOTAL			$ 787,619			$ 550,206
+10% ENGINEERING & CONTINGENCIES			78,762			55,021
TOTAL			$ 866,381			$ 605,227

RUFUS - ARLINGTON UNIT (ESTIMATES DO NOT INCLUDE WOELPERT RANCH ACCESS)	21,300,434		3,479,089
HEPPNER JUNCTION UNIT	1,495,937		886,344
BOARDMAN UNIT	866,381		605,227
GRAND TOTAL	$ 23,662,752		$ 4,970,660

APPROVED:
STATE OF OREGON HIGHWAY COMMISSION

BY: STATE HIGHWAY ENGINEER — DATE 10-2-61

EXHIBIT B
(TO ACCOMPANY CONTRACT NO DA 45164-CIVENG 61-103)
U.S. ARMY ENGINEER DISTRICT
WALLA WALLA, WASHINGTON

JOHN DAY LOCK AND DAM
COLUMBIA RIVER, OREGON & WASHINGTON
LOCATION OF
INTERSTATE HIGHWAY 80N
DIVISION OF COST OBLIGATION

F Stewart
M Cook
M Gunderson
C.W. Welch
E C Finzer

JDR-10-4/7

Oregon State Highway Department

Sketch Map

Showing Dates of Deferred Construction

John Day Lock and Dam

RUFUS - BOARDMAN SECTION

Columbia River Hwy.

Sherman, Gilliam and Morrow Counties

RUFUS - JOHN DAY RIVER

Date opened to public travel June 19, 1964.
June 19, 1969 end of deferred construction period.

JOHN DAY RIVER - HOOK

O.S.H.D. Responsibility

HOOK - QUINTON

Date opened to public travel July 29, 1964.
July 29, 1969 end of deferred construction period.

HOOK - QUINTON

te opened to public
vel July 29, 1964.
ly 29, 1969 end of deferred
nstruction period.

QUINTON - BLALOCK

Date opened to public travel October 31, 1966 October 31, 1971 end of deferred construction period.

Date opened to public travel January 23, 1962 January 23, 1972 end of deferred construction period.

Date opened to public travel October 31, 1966. October 31, 1971 end of deferred construction period.

Date opened to public travel July 1, 1965. July 1, 1970 end of deferred construction period.

BLALOCK - ARLINGTON

O.S.H.D. Responsability

Date opened to public travel July 1, 1965. July 1, 1970 end of deferred construction period.

1135'00
1130'00
1180'00
1200'00
1350'00
1465'22
850'00

N

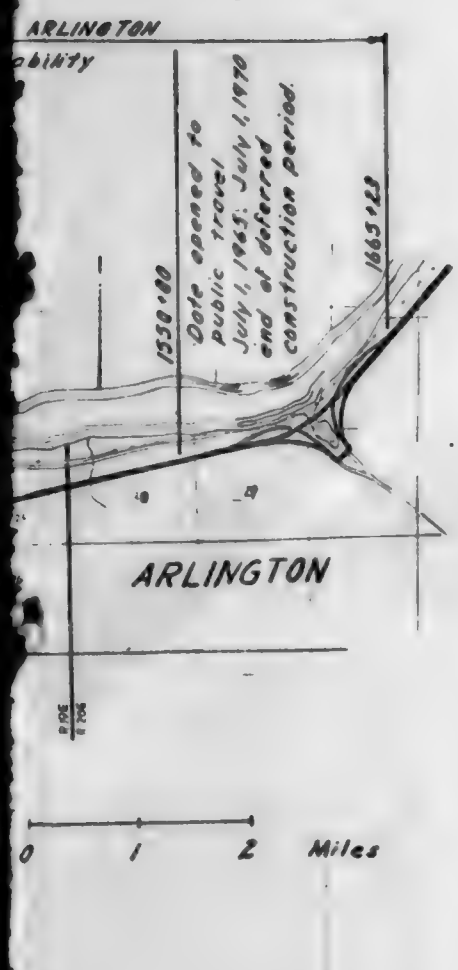
River
Columbus
FAI Rt 2

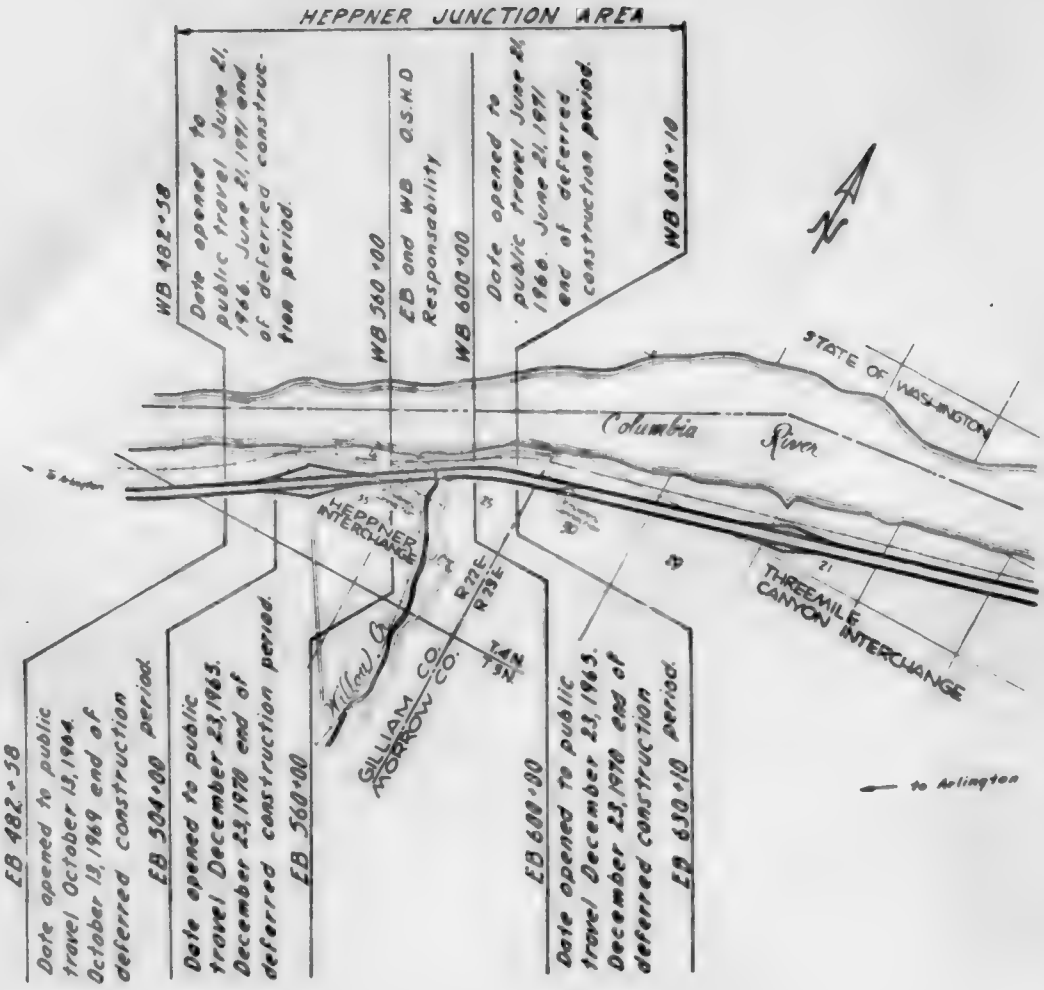
ARLINGTON

AM CO. Quinton

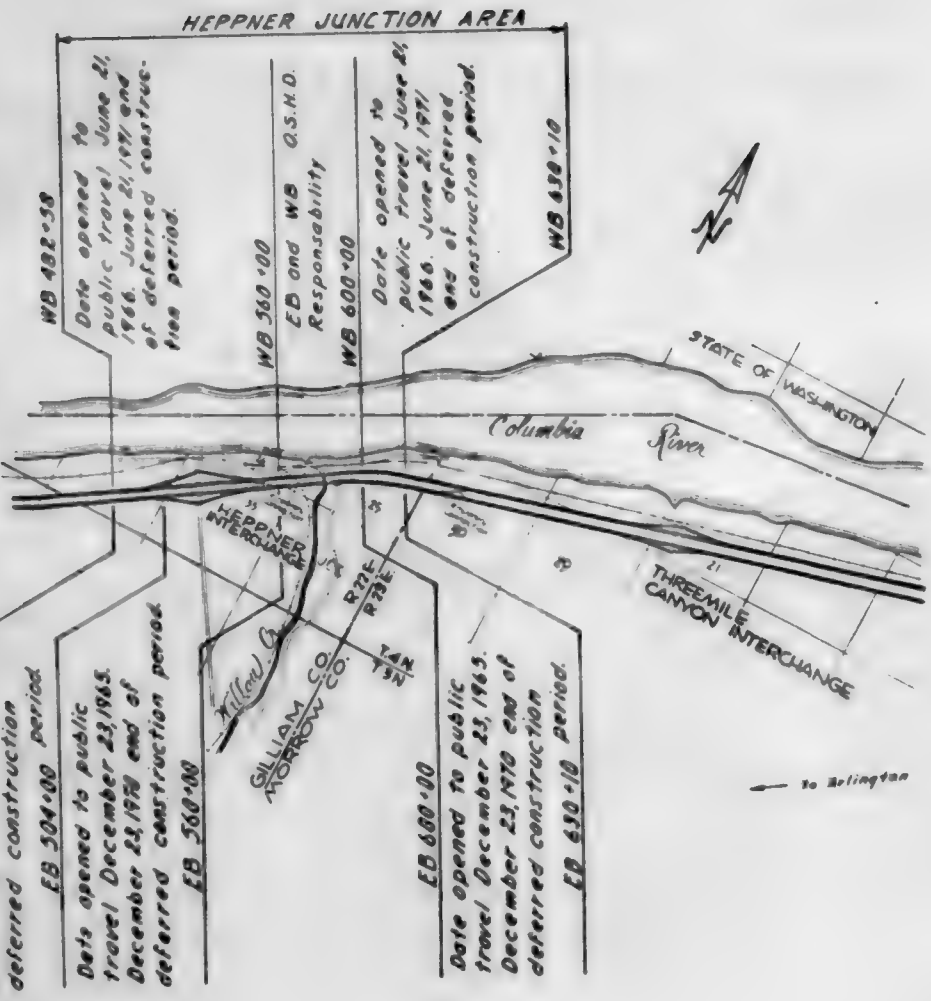
Blalock

Scale 0 1 2 Miles


ARLINGTON
obility
1538+80
Date opened to public travel July 1, 1965; July 1, 1970 end of deferred construction period.
1665+23
ARLINGTON
R 25 E
R 26 E
T 4 N
T 3 N
0 1 2 Miles


HEPPNER JUNCTION AREA
WB 482+38
Date opened to public travel June 21, 1966. June 21, 1971 end of deferred construction period.
WB 560+00
EB and WB O.S.H.D Responsability
WB 600+00
Date opened to public travel June 21, 1966. June 21, 1971 end of deferred construction period.
WB 630+10
STATE OF WASHINGTON
Columbia River
HEPPNER INTERCHANGE
R 25 E
R 26 E
T 4 N
T 3 N
GILLIAM CO.
MORROW CO.
THREEMILE CANYON INTERCHANGE
to Boardman
to Arlington
EB 482+38
Date opened to public travel October 13, 1964. October 13, 1969 end of deferred construction period
EB 504+00
Date opened to public travel December 23, 1965. December 23, 1970 end of deferred construction period.
EB 560+00
EB 600+00
Date opened to public travel December 23, 1965. December 23, 1970 end of deferred construction period
EB 630+10

BOARDMAN
1330+28
O.S.H.D. Responsability
HU+50
Date opened to public travel
Columbia River
Boardman Interchange
BOARDMAN


HEPPNER JUNCTION AREA
WB 482+38
Date opened to public travel June 21, 1966. June 21, 1971 end of deferred construction period.
WB 360+00
ED and WB O.S.H.D. Responsability
WB 600+00
Date opened to public travel June 21, 1966. June 21, 1971 end of deferred construction period.
WB 630+10
STATE OF WASHINGTON
Columbia River
HEPPNER INTERCHANGE
R27E
R28E
T4N
T3N
GILLIAM CO.
MORROW CO.
THREEMILE CANYON INTERCHANGE
to Arlington
EB 482+38
Date opened to public travel October 13, 1964 October 13, 1969 end of deferred construction period.
EB 304+00
Date opened to public travel December 23, 1965. December 23, 1970 end of deferred construction period.
EB 360+00
EB 600+00
Date opened to public travel December 23, 1965. December 23, 1970 end of deferred construction period.
EB 630+10

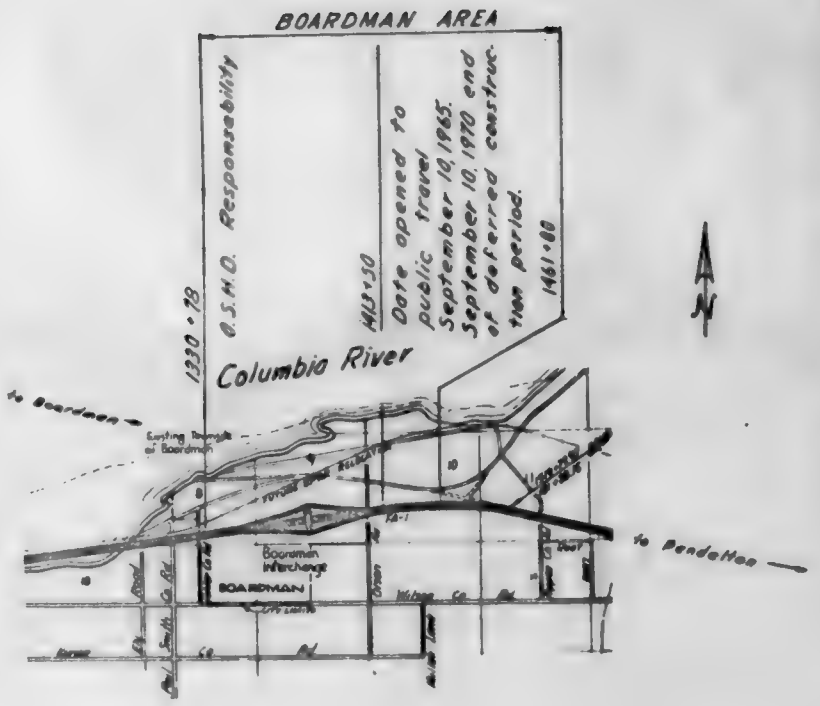

BOARDMAN AREA
1330+78
O.S.H.D. Responsability
WB 1461+30
Date opened to public travel September 10, 1965. September 10, 1970 end of deferred construction period.
WB 1491+80
Columbia River
to Boardman
to Pendleton
Boardman Interchange
BOARDMAN

Exhibit C

BLALOCK INTERCHANGE AREA
COLUMBIA RIVER HIGHWAY
GILLIAM COUNTY

Listing of letters and information regarding the responsibility for cost of cleaning the twin 84-inch culverts that drain the Blalock Canyon area. These culverts were clogged with debris and rocks by the flood of December, 1964.

FEBRUARY 9, 1965 -	Letter from Resident Engineer Sawyer to Corps of Engineers involving repayment for damages to highway construction caused by December, 1964-January, 1965 flood. While not specifically mentioned, it covered the two 84-inch pipes.
MARCH 10, 1965	Letter from Colonel McElwee to Mr. Cooper. Outlines what the Corps believed to be their responsibility. It did not include cleaning the plugged 84-inch culverts since they believed the plugging did not come from newly cut slopes.
MAY 3, 1965	Letter from Mr. Shirley to Mr. Morgan submitted cost estimate for cleaning out the twin 84-inch culverts.
MAY 12, 1965	Letter from Mr. Cooper to Mr. Parsons, Division Engineer, Bureau of Public Roads. Submitted program data to Bureau of Public Roads for cost of cleaning out twin 84-inch culverts.
MAY 18, 1965	Initial Inspection Report from Bureau of Public Roads. Report states that the cleaning out of the twin 84-inch culverts is maintenance not eligible for emergency funds, and should be paid by Corps of Engineers under relocation contract.
JULY 12, 1965	Letter from Mr. Klaboe to District Engineer. Lists cost of cleaning out one 84-inch culvert and cost to clean out the other. Requests that Corps reimburse State for work done and for the Corps to have their contractor clean the remaining culvert.
JULY 15, 1965	Letter from Mr. Shirley to Mr. Morgan. State maintenance forces had already cleaned out both culverts.
AUGUST 2, 1965	Letter from Mr. Klaboe to District Engineer. Letter informed Corps that both culverts had been cleaned.

AUGUST 5, 1965	Memorandum from Bureau of Public Roads. Informed State that the cleaning out of twin 84-inch culverts not eligible for emergency funds.
SEPTEMBER 16, 1965	Letter from Colonel McElwee to Mr. Cooper. States that the Corps is not responsible for cost of cleaning out the 84-inch culverts.
OCTOBER 14, 1965	Letter from Colonel McElwee, with attached State billing, requesting more information on billing #85822.
OCTOBER 19, 1965	Letter from Mr. Klaboe to Colonel McElwee. Cannot accept project until Corps has paid cost of cleaning out culverts.
NOVEMBER 9, 1965	Letter from Mr. Maison to Colonel McElwee. Explanation of Invoice No. 85822 which covers payment for cleaning out a deep ditch fallout area and the twin 84-inch culverts.
DECEMBER 15, 1965	Invoice No. 86518. This invoice cancels and supersedes Invoice No. 85822. Note--Corps of Engineers' auditor rejects $23,005.86 claim for cleaning 84-inch culverts. See reasons on attached Schedule A.
FEBRUARY 21, 1966	Letter from Mr. Klaboe to District Engineer. Refused to sign Supplemental Agreement No. 3 until unfinished business has been concluded. (Subsequently Supplemental Agreement No. 3 was signed covering right of way and other matters.)
MARCH 29, 1967	Letter from Mr. Klaboe to District Engineer. Cannot formally accept the Quinton-Blalock Section until cost responsibility for the cleaning of the twin 84-inch culverts and other matters resolved.
JUNE 9, 1967	Letter from Major Walton to Mr. Cooper. States that the Corps is not responsible for cleaning out the twin 84-inch culverts.

June 22, 1967	Letter from Mr. Klaboe to District Engineer. This letter is in answer to Corps' June 9 letter, and again states that project will not be accepted until cost responsibility for cleaning 84-inch culvert has been settled.
August 18, 1967	Letter from Colonel Robert J. Giesen, Corps of Engineers, to Mr. Forrest Cooper rejecting any Corps' responsibility for the cleaning of the 84-inch culverts.

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

1930
OCT 25 65

NPWDC-A

14 October 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock & Dam Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Your Bill No. 85822, dated 4 October 1965, has been received, but it is not in sufficient detail to properly support payment. Therefore, will you please give me supplemental information showing the exact locations and types of work performed, identified by construction stationing.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

RECEIVED
OCT 25 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

FORM A-[illegible] (3-64)

HIGHWAY DEPARTMENT INVOICE

NO. 85822

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
10-1-65	[illegible] 9079		7[illegible]-500 ~~8451~~ 8

U.S. Corps of Engineers
John Day Dam, South Shore Relocation
Walla Walla, Washington

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Cost by the State Highway Department in connection with extraordinary maintenance on detours around the John Day Dam for period July 1 to Sept. 30, 1965.			
Labor			1,39[illegible].13
Overtime labor			[illegible].4
Equipment rental			152.10
Special services - Flood damage paid to Colt Logging Co.			15,133.03
Clearing out culverts			23,[illegible].6
			70,132.16

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

16 September 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam Project

Routing

Morgan		Pass	
Decker		Mereclock	
Bond		Trout	
Barbee		Scott	
Walker		Wills	
Glenn		Litchfield	
Swan		Olson	

RECEIVED
SEP 2 1 1965
CONSTRUCTION
DIVISION

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Reference is made to your letters of 12 July 1965 and 2 August 1965 wherein you referred to work performed by State forces in cleaning out the twin 84-inch culverts through the newly constructed highway fill at Blalock Canyon. You have indicated that you consider such work is a cost responsibility of the Corps of Engineers pursuant to Article 8, "Deferred Construction," of this contract.

By my letter of 10 March 1965, I agreed that damages to such work in certain situations could be so considered. While such damage as occurred was admittedly caused by other than normal weather, it did not occur within the applicability of Article 8.

Therefore, since in the instant case the damage did not result from any of the causative factors defined in the above-cited article of our contract and mentioned in my letter of 10 March 1965, I do not consider that the Corps of Engineers is monetarily responsible for the necessary cleanup work.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

RECEIVED
SEP 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 20 1965
OREGON
STATE HIGHWAY COMMISSION

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

10 March 1965

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam Project

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER
Lee Roads on
Will Wilson Tuesday

Dear Mr. Cooper:

By letter of 9 February 1965 to our Mr. Ben Molle, Mr. Josh Sawyer has requested confirmation of certain understandings reached between representatives of our respective offices on 14 January 1965 concerning repair of damages to highway facilities being relocated under the referenced agreement contract. The letter sets forth a proposal for cleanup of certain fallout areas under the provisions of Article 8, Deferred Construction. I agree that the following work should be done:

a. Remove detritus from lower fallout and roadside ditch sections.

b. Open culverts now buried by detritus accumulated in lower fallout and roadside ditches.

c. Remove rock falls from the fallout areas alongside the highway.

d. Clean and rebuild upper fallout benches where bench has been damaged by erosion.

I regard certain of the damage to be extraordinary damage due to rock falls and establishment of water courses for "dry runs" altered by our excavations into high rock bluffs and talus slopes and the repair in such instances to be properly "Deferred Construction" within the meaning of our contract. With respect to the first three items, I consider the Government monetarily responsible for the repair work where the natural slopes above

the highway were affected by the construction operations. Excluded from this is the repair of culverts west of Helm's Creek since damage to these was due to effects of storm runoff rather than unstabilized slopes. Also excluded, of course, are those reaches established by Exhibit "B" of our contract to be the responsibility of the State. As concerns the fourth item, the Government is not obligated for the maintenance of ditches damaged by storm runoff where the damage did not result from the newly cut slopes above them. It is our opinion that such a circumstance relates to the upper fallout ditches, and accordingly, it is considered that the Government should not share in the cost of repair of these. I would be willing, however, to accept for payment, the cost of any repair work to these ditches which will directly result in a reduction of future "Deferred Construction" costs to the Government for repair of the lower slopes and ditches.

Our position, as stated above, was discussed in detail on 14 January 1965 by your Mr. Frank Morgan and our Mr. Bertram Hoare as was the matter of repair to the embankment and paving at Helm's Creek. With respect to the latter work, after further inspection, it is our conclusion that the major portion of the settlement of the fill is due to consolidation of the foundation and is part of that which would have occurred when the John Day Reservoir is filled. Accordingly, the Government is monetarily responsible for the cost of filling the sunken highway subgrade and repaving; also straightening the guard rails. However, it is considered that the cost of removal of the silt collected against the fill and blocking the lower culvert should be borne by the State, since its deposition there is the result of a natural occurrence not related to our construction operations.

It was Mr. Hoare's understanding that the State would accomplish required repair work using equipment procured by competitive bidding. Accomplishment by this method has my concurrence. It is requested that, when formulated, the contract be submitted for approval. Also, a detailed estimate of the cost of the portion of the repair work for which the Government is responsible should be submitted for approval and allocation of funds.

Sincerely yours,

Frank D McElwee

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

RECEIVED
SEP 6 - 1968
FORM E-30 (12-67)
FOR FILING

ENGINEER
6537

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 4, 1968

To: Mr. Ivan Merchant
Bridge Engineer

SUBJECT: State vs. United States
Our File L-5477

B u i l d i n g

In the course of bringing the above case to trial, the State's attorneys, King & King of Washington, D. C., filed a Plaintiff's Motion for Discovery against the United States. The items include those which our engineering consultant requested through Al Rear, as well as some we felt might be of assistance in preparing the case. This motion, of course, includes not only information from the Corps of Engineers but also from any other United States agency which might have some information on the subject.

The United States then filed a Defendant's Cross Motion for Discovery, a copy of which is attached. This motion was so broad that it covered not only State agencies, but could have included subdivisions of the State such as counties, cities or local districts. To remedy this King & King filed a Plaintiff's Response to Defendant's Motion for Discovery, a copy of which is also attached.

On July 8 we received the attached letter from King & King requesting us to proceed with assembling the documents specified in the government's motion, subject to the limitation that it only include State agencies. King & King, of course, will wish to review all these documents before they are turned over to the government attorney.

Due to the DeLong case and other matters such as the beach cases, we have not previously requested you or your staff to commence assembling or locating the numerous items listed in the Defendant's Cross Motion for Discovery. However, it would appear that we must now get started on this job as rapidly as possible.

If George and I can be of any further assistance, please let us know.

FCMcK:ks
attachments
cc: R. L. Porter
Tom Edwards
Al Rear
G. E. Rohde

FRANK C. McKINNEY
Assistant Counsel

NOTED
TOM EDWARDS

RECEIVED
SEP 5 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1972
FOR FILING

ER-96(1)
6537

RONALD McREARY, P.E.

INVOICE

URECA INC.

UNIVERSAL RESEARCH · ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

2061 N.W. HOYT STREET
P. O. BOX 4406
PORTLAND, OREGON 97208

August 31, 1967

Re: John Day River Bridge
Hydrologic Study

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

For professional services rendered in connection with the above named project for the month of August, 1967

Professional Engineer	100 hrs. @ $20.00	$2,000.00
Engineering Aide	23½ hrs. @ $15.00	352.50
Engineering Technician	217½ hrs. @ $12.50	2,718.75
Drafting	158 hrs. @ $10.50	1,659.00
Photos, maps, reproductions & publications		48.80
Mileage: Two trips to John Day & Return plus mileage selecting slope velocity cross section sites		113.55
One trip to Alderdale, near Roosevelt & return, to obtain Alder Creek & Rock Creek flow information		42.00
One trip to Salem & Return		15.60
Meals: Luncheon & dinner conferences, Lenz, McReary, Shade & Gray		43.00
Miscellaneous supplies		53.05
Telephone (July and August)		65.10
		$7,111.35

To Maison 9-29-67

Approved 9/29/67
Asst. State Hwy. Engr.

THANK YOU

RECEIVED
JAN 26 1972
FOR FILING

ANSWERS TO INTERROGATORIES RE JOHN DAY BRIDGE

ER-96(1)
6537

By

Forrest Cooper
State Highway Engineer

August 23, 1967

No. 1: January 1, 1961-November 30, 1961, Deputy State Highway Engineer

December 1, 1961 to date, State Highway Engineer

No. 2 Copy ORS 366.155

No. 3 Same answer as No. 2 above

No. 4 Suggest roster of all Department employees except Parks and Maintenance

No. 5 Suggest organizational chart indicating positions in appropriate divisions

No. 6 Bridge was designed by Highway personnel at the request of the Corps of Engineers. Standard design procedures used.

No. 7 Appears to be a repetition of No. 6.

No. 8 Flood

No. 9 Standard design procedures used.

No. 10 Same answer as No. 9

No. 11 No answer

No. 12 No personal knowledge

No. 13 No personal knowledge

No. 14 No answer

No. 15 To remove as if by rubbing - to sweep away - to flush with a current of water

ANSWERS TO INTERROGATORIES RE JOHN DAY BRIDGE (CONTD.)

No. 16 Do not remember

No. 17 No answer

No. 18 No personal knowledge

No. 19 No personal knowledge

No. 20 No answer

No. 21 No personal knowledge

No. 22 Do not have this information

No. 23 No personal knowledge

No. 24 Bridge Division to compile data

No. 25 Do not remember

No. 26 No personal knowledge

No. 27 No personal knowledge

No. 28 No personal knowledge

No. 29 No personal knowledge

No. 30 No personal knowledge

No. 31 No personal knowledge

No. 32 No personal knowledge

No. 33 No personal knowledge

No. 34 No personal knowledge

FC:fn

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 21, 1967

Mr. Forrest Cooper
State Highway Engineer
B u i l d i n g

Re: Dickson v. United States, et al.
U. S. District Court
Civil No. 66-596
Our file: L-5230
John Day River Bridge

Dear Mr. Cooper:

Enclosed is a copy of Interrogatories which have been directed to you, as well as to each of the other defendants, in the above-captioned case. As you will recall, this case was commenced by the Administratrix of the Estate of Joseph R. Dickson, who was on the span at the time of its collapse. We also enclose a copy of the transmittal letter from the attorneys retained by our insurance carrier to defend you in the case.

As you will see, the Interrogatories are numerous and many of them are quite detailed. It is recognized that the answers to some of the questions propounded may not be within your personal knowledge. However, under the applicable Federal law, you are required to answer them as best you can (subject to the objections which may be raised by your attorneys as to some of them).

It appears probable that you may have questions as to how to best frame your answers, how much research is required of you to enable you to answer, to what extent you are required to exercise professional judgment in answering the interrogatories, or other similar matters. Any such questions can best be answered by the private attorneys who have been retained to represent you in this case, and, since you have been sued as an individual, it would be inappropriate for me or my staff to advise you on such matters.

Accordingly, we have tentatively arranged for either Mr. Lombard or Mr. Gordon Moore, of your attorneys, to come to Salem for a meeting with as many of the past and present Highway Department personnel as can be assembled at one time to assist each of you, if assistance is desired, in answering these Interrogatories.

One of these gentlemen can arrange to come to Salem for such purpose on either Sept. 6, Sept. 7, or on or after Sept. 13. Please advise us as to any of those dates on which you either will or will not be able to attend such a meeting, and we will arrange for a specific time and place. If you (or any of the others involved) are unable to attend at the time scheduled, you can, of course, arrange to confer with Mr. Lombard or Mr. Moore at a convenient time.

We will appreciate your early reply as to a convenient time for a conference as outlined above.

G. E. ROHDE
Chief Counsel

GER:AHJ:rh
Encl.

TO: Mr. Forrest Cooper
State Highway Engineer

Mr. R. L. Porter
Deputy Highway Engineer

Mr. Tom Edwards
Assistant Highway Engineer

Mr. Ivan Merchant
Bridge Engineer

Mr. Ben Lombard, Jr.
Mautz, Souther, Spaulding,
Kinsey & Williamson
Attorneys at Law
Standard Plaza
Portland, Oregon 97204

Mr. P. M. Stephenson
789 Greenwood Dr. NE
Salem, Oregon

Mr. G. S. Paxson
3924 12th Street, SE
Salem, Oregon

Mr. Donald W. Gallaher
Oregon Bridge Eng. Co.
P. O. Box 1905
Eugene, Oregon 97401

Mr. L. R. Allen
2051 S. W. Crest Drive
Lake Oswego, Oregon

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE 222-9981
CABLE ADDRESS: "ROBCAL"

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
DOUGLAS M. THOMPSON
JAMES R. MOORE
A. ALLAN FRANZKE
JAMES H. BRUCE

ROLAND F. BANKS, JR.
GINO G. PIERETTI, JR.
DOUGLAS J. WHITE, JR.
JOHN B. SOUTHER
ROCKNE GILL
LEE JOHNSON
JAMES A. LARPENTEUR, JR.
JAMES F. SPIEKERMAN
RIDGWAY K. FOLEY, JR.
THOMAS M. TRIPLETT
ROBERT E. JOSEPH, JR.
WILLIAM G. PURDY
STEPHEN B. HILL
BEN LOMBARD, JR.

WASHINGTON, D. C. OFFICE:
836 WYATT BLDG.
777 14TH ST. N. W.
TEL. 628-6260

August 17, 1967

RECEIVED
AUG 18 1967
LEGAL & RIGHT OF WAY

Mr. Alan H. Johansen
Staff Attorney
State Highway Department
State of Oregon
Salem, Oregon 97310

Re: Dickson vs. United States, et al
U. S. District Court
Civil No. 66-596
Your File: L-5230

Dear Mr. Johansen:

We have been served now with the enclosed stack of interrogatories directed to the named individual defendants. I would appreciate it if you would distribute these to the individuals named on each one and have them write out their answers and return the same to me.

We may be making certain objections to these interrogatories after we have had an opportunity to study them, however, I would appreciate obtaining the answers to all of them at this time.

Sincerely,

Ben Lombard

Ben Lombard, Jr.

BL:cjl

Enclosures

A TRUE COPY

By Wayne Hilliard
Of Attorneys for Plaintiff

Wayne Hilliard
Leigh D. Stephenson
McColloch, Dezendorf & Spears
800 Pacific Building
Portland, Oregon 97204
Telephone: 226-6151

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

NORMA CRONK DICKSON, Executrix of the Estate of Joseph Robert Dickson, Deceased,

Plaintiff,

v.

UNITED STATES OF AMERICA and OTIS P. JORDAN, JR., PACIFIC CONCRETE COMPANY, a corporation, FORREST COOPER, IVAN MERCHANT, DONALD W. GALLAHER, GLENN L. JACKSON, KENNETH N. FRIDLEY, DAVID B. SIMPSON, R. C. ALLEN and JOHN DOE RESIDENT OREGON STATE HIGHWAY ENGINEER ON THE JOHN DAY RIVER BRIDGE PROJECT, G. S. PAXSON, R. L. PORTER, TOM EDWARDS, and P. M. STEPHENSON,

Defendants.

Civil No. 66-596

PLAINTIFF'S INTERROGATORIES TO DEFENDANT FORREST COOPER

TO: Forrest Cooper
c/o Gordon Moore, Attorney of Record
Mautz, Souther, Spaulding,
Kinsey & Williamson
1200 Standard Plaza Bldg.
Portland, Oregon 97204

Plaintiff, Norma Cronk Dickson, requests that defendant FORREST COOPER answer separately and in writing, under oath, in accordance with Rule 33 FRCP, the following interrogatories and each subdivision thereof, which is to be deemed a separate and complete interrogatory:

Definition of certain terms used herein:

1. "John Day River Bridge" or "bridge" means the structure completed in 1964 which was designed to enable four lanes of vehicular traffic traveling on Interstate Highway 80N between Rufus and Blalock, Oregon, to pass over the John Day River. It does not include any portions of the structure rebuilt since December 22, 1964, except to the extent the same may relate to the issues involved in this action, e.g., negligence, proximate cause, damage, etc.

2. "Pier No. 3" means the pier or vertical structure supporting a portion of the John Day River Bridge, the base of which was located in the streambed of the John Day River and the top of which joined the horizontal bridge structure at a point approximately 565.5 feet from its southwest point of beginning, which pier and a portion of the horizontal structure collapsed on or about December 22, 1964.

3. "Contract documents" means all contracts, plans, specifications, designs and other documents relating to the construction of the John Day River Bridge, including the writings themselves and any writings incorporated therein by reference.

4. "Position" means title or other job classification given to an individual by his employer, e.g., Resident Bridge Engineer, etc.

5. "Employer" means the corporation or governmental agency for which an individual worked, e.g., U. S. Corps of Engineers, Oregon State Highway Department, etc.

Interrogatory No. 1: State your occupation(s) at all times from 1961 to present.

Interrogatory No. 2: State your duties and responsibilities direct and indirect, with respect to each of the following (state whether such duties consisted of performance and/or supervision, and identify any writings by title, subject matter, date, serial number and present location):

(a) Preparation of any contract documents.

(b) Negotiation of terms for and/or execution of any contract documents.

(c) Construction of the John Day River Bridge in any of its phases.

(d) Authorization of work on the John Day River Bridge which involved additions to, modifications of or changes from the terms and provisions set forth in the original contract documents.

(e) Payment of any sums expended for the construction of the John Day River Bridge.

(f) Inspection(s) of any portion of the physical structure of John Day River Bridge, and/or any underlying or adjoining ground, terrain or structure supporting or reinforcing the same, during construction and after completion (include any such actions since December 22, 1964, if they may relate to the issues involved in this action).

(g) Investigation(s) of the circumstances relating to the collapse of a portion of the John Day River Bridge on or about December 22, 1964.

(h) Determination of the cause or causes of the collapse of a portion of the John Day River Bridge on or about December 22, 1964.

(i) Determination of the person or persons, or agency or agencies, responsible for creating, or failing to take action to remedy, the conditions which caused a portion of the John Day River Bridge to collapse on or about December 22, 1964.

Interrogatory No. 3: Identify by title, subject matter, date, serial number and present location any writings setting forth your duties and responsibilities as set forth in answer to Interrogatory No. 2 above.

Interrogatory No. 4: State the name, present address, and principal occupation of all persons other than yourself who were responsible, directly or indirectly, for any of the following:

(a) Preparation of any contract documents.

(b) Negotiation of terms for and/or execution of any contract documents.

(c) Construction of the John Day River Bridge in any of its phases.

(d) Authorization of work on the John Day River Bridge which

involved additions to, modifications of or changes from the terms and provisions set forth in the original contract documents.

(e) Payment of any sums expended for the construction of the John Day River Bridge.

(f) Inspection(s) of any portion of the physical structure of John Day River Bridge, and/or any underlying or adjoining ground, terrain or structure supporting or reinforcing the same, during construction and after completion (include any such actions since December 22, 1964, if they may relate to the issues involved in this action).

(g) Investigation(s) of the circumstances relating to the collapse of a portion of the John Day River Bridge on or about December 22, 1964.

(h) Determination of the cause or causes of the collapse of a portion of the John Day River Bridge on or about December 22, 1964.

(i) Determination of the person or persons, or agency or agencies, responsible for creating, or failing to take action to remedy, the conditions which caused a portion of the John Day River Bridge to collapse on or about December 22, 1964.

Interrogatory No. 5: Identify by title, subject matter, date, serial number and present location any writings setting forth the responsibilities as set forth in answer to Interrogatory No. 4 above.

Interrogatory No. 6: Was the bridge designed to be safe for users of Highway 80N:

(a) under practices normally followed by you or the agency by which you are employed;

(b) under standards prescribed by any of the following (specify which): U. S. Corps of Engineers; U. S. Bureau of Public Records; Oregon State Highway Department; a consensus of persons skilled in the design and construction of bridges intended for use as public highways; generally accepted engineering principles; your understanding of what sound engineering principles require under such or substantially similar circumstances;

(c) under the physical conditions (flood, wind, traffic, etc.) actually experienced on or about December 22, 1964;

(d) under other physical conditions (specify the conditions). If your answer is affirmative to (a), (b), (c) or (d), identify the person(s) or agency(ies) who had responsibility for determining the safety of the bridge (as designed) under the particular standards or conditions, the source of your information, and the writing(s) which set forth such determination.

Interrogatory No. 7: Was the bridge constructed to be safe for users of Highway 80N:

(a) under practices normally followed by you or the agency by which you are employed;

(b) under standards prescribed by any of the following (specify which): U. S. Corps of Engineers; U. S. Bureau of Public Records; Oregon State Highway Department; a consensus of persons skilled in the design and construction of bridges intended for use as public highways; generally accepted engineering principles; your understanding of what sound engineering principles require under such or substantially similar circumstances;

(c) under the physical conditions (flood, wind, traffic, etc.) actually experienced on or about December 22, 1964;

(d) under other physical conditions (specify the conditions). If your answer is affirmative to (a), (b), (c) or (d), identify the person(s) or agency(ies) who had responsibility for determining the safety of the bridge (as constructed) under the particular standards or conditions, the source of your information, and the writing(s) which set forth such determination.

Interrogatory No. 8: What was the physical cause of the collapse of a portion of the John Day River Bridge on or about December 22, 1964? Specify the physical forces and counterforces that were or may have been involved in such causation.

Interrogatory No. 9: Was the bridge designed to withstand the forces and counterforces specified in answer to No. 8 above?

Interrogatory No. 10: Was the bridge constructed to withstand the forces and counterforces specified in answer to No. 8 above?

Interrogatory No. 11: State the following if any negative answers

have been given to Interrogatories No. 9 and/or 10, specifying whether your answer relates to design and/or construction of the bridge:

(a) Name the person(s) and/or agency(ies) responsible for determining the physical forces and counterforces the bridge would have to withstand in order to be safe for use as a public highway.

(b) Name the person(s) and/or agency(ies) who actually determined whether or not the bridge as designed and/or as constructed (whichever is applicable) would withstand the physical forces and counterforces specified in answer to Interrogatory No. 8 above.

(c) State whether the failure to take into account such physical forces and counterforces (as specified in answer to Interrogatory No. 8 above) is in accordance with standards prescribed by any of the following (specify which): the usual practices followed by you or the agency which you represent; U. S. Corps of Engineers; U. S. Bureau of Public Roads; Oregon State Highway Department; a consensus of persons skilled in the design and construction of bridges intended for use as public highways; generally accepted engineering principles; your understanding of what sound engineering principles require under such or substantially similar circumstances.

Interrogatory No. 12: Was the footing of Pier No. 3 placed in the streambed of the John Day River?

Interrogatory No. 13: If the answer to Interrogatory No. 12 is affirmative, was any portion of Pier No. 3 exposed to the flowing action of the waters of the John Day River?

Interrogatory No. 14: If the answer to Interrogatory No. 13 is affirmative, state the following with respect to placement of the footing of Pier No. 3 in the streambed of the John Day River:

(a) Why was such footing placed in the streambed of the John Day River?

(b) Name the person(s) and/or agency(ies) who actually made such determination and identify any writing(s) where such determination is set forth.

(c) Did you know that a portion of Pier No. 3 would be exposed

to the action of the flowing waters of the John Day River? If so, state when you first learned this fact and identify the source of such information.

(d) Was a determination made at any time prior to the collapse of a portion of the bridge what quantum of force the flowing waters (and any matter transported thereby) of the John Day River might be expected to bring to bear on (answer each part separately) (i) Pier No. 3 and (ii) the physical matter of the streambed adjacent to such Pier No. 3? If your answer to either subpart of this part (d) is affirmative, identify the person(s) and/or agency(ies) who made such determination and the writing(s) where such determination is set forth.

(e) Was a determination made as to the quantum of force the flowing waters (and any matter transported thereby) of the John Day River actually brought to bear on Pier No. 3 (answer each part separately) (i) at any time after placement of Pier No. 3 and prior to December 22, 1964, and (ii) on or about December 22, 1964? If your answer to either subpart of this part (e) is affirmative, identify the person(s) and/or agency(ies) who made such determination, the source(s) of your information concerning this fact, and the writing(s) which set forth such determination(s).

(f) Was a determination made as to the quantum of force the flowing waters (and any matter transported thereby) of the John Day River actually brought to bear on the physical matter of the streambed adjacent to such Pier No. 3 (answer each part separately) (i) at any time after placement of Pier No. 3 and prior to December 22, 1964, and (ii) on or about December 22, 1964? If your answer to either subpart of this part (f) is affirmative, identify the person(s) and/or agency(ies) who made such determination, the source(s) of your information concerning this fact, and the writing(s) which set forth such determination(s).

Interrogatory No. 15: What is "scouring", as that term would be applied in the context of the action of the waters of the John Day River upon Pier No. 3 and the physical matter of the streambed adjacent to Pier No. 3?

Interrogatory No. 16: Did Pier No. 3 consist of a single vertical

column or two separate vertical columns spaced apart?

Interrogatory No. 17: If Pier No. 3 consisted of two columns, state the following:

(a) Distance between the columns at water leval and at the lowermost extremity.

(b) Were the columns joined together, and if so, where?

(c) Did the columns join or become attached to a third independent structure, and if so, where (e.g., at horizontal bridge level, at foundation level, etc.)?

(d) Were both columns exposed to the flowing action of the waters of the John Day River?

(e) Which column (upstream or downstream) actually was subjected to greater force from the flow of the waters of the John Day River?

(f) Was the horizontal section of the bridge supported by Pier No. 3 designed and constructed to stand if one column should collapse or give way?

(g) Was the horizontal section of the bridge supported by Pier No. 3 designed and constructed to stand if both columns should collapse or give way?

Interrogatory No. 18: State the following with respect to the placement of the lower extremity (or extremities, if two columns are involved) of Pier No. 3:

(a) Did the contract documents require that such extremity(ies) be placed at a particular elevation and, if so, at what elevation.

(b) Name the person or persons and agency or agencies who made the determination to require such elevation.

(c) Name the person or persons and agency or agencies who were responsible for determining such elevation, whether or not named in (b).

(d) Why was such elevation specified?

(e) Was a determination made whether placement of such extremity at such elevation (as set forth in answer to (a) above) would make the bridge safe for users of Highway 80N:

(i) under standards prescribed by any of the following (specify which): usual practices followed by you or the agency which you represent; U. S. Corps of Engineers; U. S. Bureau of Public Roads; Oregon State Highway Department; a consensus of persons skilled in the design and construction of bridges intended for use as public highways; generally accepted engineering principles; your understanding of sound engineering principles under such or substantially similar circumstances;

(ii) under the physical conditions (flood, traffic, etc.) actually experienced on or about December 22, 1964;

(iii) under other physical conditions (specify the conditions). If your answer is affirmative to (i), (ii) or (iii) above, identify the person or agency who made such determination, the source(s) of your information concerning this fact, and the writing(s) which set forth such determination(s).

(f) Name the person or persons who had responsibility for making the determination referred to in (e) above, whether or not named in answer to such subparagraph (e).

(g) State the elevation at which such extremity(ies) actually was (were) placed.

(h) If there is a difference in the elevation given in answer to subparagraph (g), state the name, position and employer (at time of decision) of person or persons who participated in the decision to adopt (g) rather than (a).

(i) State the name, position and employer (at time of decision) of person or persons having, at the time of such decision, responsibility for making a decision such as that referred to in (h) above, whether or not named in (h) above.

(j) Why was the elevation set forth in answer to (g) above selected, rather than the elevation set forth in answer to (a) above?

(k) Was a determination made whether placement of such extremity at such elevation (as set forth in answer to (g) above) would make the bridge safe for users of Highway 80N:

(i) under standards prescribed by any of the following (specify)

which): usual practices followed by you or the agency which you represent; U. S. Corps of Engineers; U. S. Bureau of Public Roads; Oregon State Highway Department; a consensus of persons skilled in the design and construction of bridges intended for use as public highways; generally accepted engineering principles; your understanding of sound engineering principles under such or substantially similar circumstances;

(ii) under the physical conditions (flood, traffic, etc.) actually experienced on or about December 22, 1964;

(iii) under other physical conditions (specify the conditions).

If your answer is affirmative to (i), (ii) or (iii) above, identify the person or agency who made such determination, the source(s) of your information concerning this fact, and the writing(s) which set forth such determination(s).

Interrogatory No. 19: State the following with respect to the type of physical matter (e.g., bedrock, basalt boulder, gravel, talus, sand, silt, etc.) directly beneath the lowermost extremity of Pier No. 3:

(a) Do the contract documents require that such extremity be supported by a particular type of matter and, if so, specify the type of matter so required.

(b) Name the person or persons and agency or agencies who made the determination to require such matter.

(c) Name the person or persons and agency or agencies who were responsible for determining such matter, whether or not named in (b).

(d) Why was such matter specified?

(e) Was a determination made whether placement of such extremity upon such matter (as set forth in answer to (a) above) would make the bridge safe for users of Highway 80N:

(i) under standards prescribed by any of the following (specify which): usual practices followed by you or the agency which you represent; U. S. Corps of Engineers; U. S. Bureau of Public Roads; Oregon State Highway Department; a consensus of persons skilled in the design and construction of bridges intended for use as public highways; generally accepted engineering principles; your understanding of sound engineering principles under such or

substantially similar circumstances;

(ii) under the physical conditions (flood, traffic, etc.) actually experienced on or about December 22, 1964;

(iii) under other physical conditions (specify the conditions).

If your answer is affirmative to (i), (ii) or (iii) above, identify the person or agency who made such determination, the source(s) of your information concerning this fact, and the writing(s) which set forth such determination(s).

(f) Name the person or persons who had responsibility for making the determination referred to in (e) above, whether or not named in answer to such subparagraph (e).

(g) Type of matter upon which such extremity actually was placed.

(h) If the answer to (g) is different than (a), state the name, position and employer (at time of decision) of person or persons who participated in the decision to adopt (g) rather than (a).

(i) State the name, position and employer (at time of decision) of person or persons having responsibility for making a decision such as that referred to in (h) above, whether or not named in (h) above.

(j) Why was the matter set forth in answer to (g) above selected, rather than the matter set forth in answer to (a) above?

(k) Was a determination made whether placement of such extremity upon such matter (as set forth in answer to (g) above) would make the bridge safe for users of Highway 80N:

(i) under standards prescribed by any of the following (specify which): usual practices followed by you or the agency which you represent; U. S. Corps of Engineers; U. S. Bureau of Public Roads; Oregon State Highway Department; a consensus of persons skilled in the design and construction of bridges intended for use as public highways; generally accepted engineering principles; your understanding of sound engineering principles under such or substantially similar circumstances;

(ii) under the physical conditions (flood, traffic, etc) actually experienced on or about December 22, 1964;

(iii) under other physical conditions (specify the conditions). If your answer is affirmative to (i), (ii) or (iii) above, identify the person or agency who made such determination, the source(s) of your information concerning this fact, and the writing(s) which set forth such determination(s).

Interrogatory No. 20: If your answers to Interrogatories Nos. 18 and 19 show that the actual placement of the footing of one of both columns of Pier No. 3 was not in accordance with original plans and specifications vis a vis elevation and type of matter upon which the footing(s) rested, state the following:

(a) What procedure was established for submission, review and approval of changes from original plans and specifications? Identify the person(s) and/or agency(ies) having responsibility for such decisions and the writing(s) which set forth such procedure and responsibilities.

(b) What person(s) and agency(ies) were required to approve changes before they actually took place?

(c) Did the person(s) and agency(ies) identified in answer to (b) above actually approve the change as to elevation and subsurface support for Pier No. 3 prior to the change being put into effect by the contractor? If not, state why not and identify the source of your information.

(d) Did the person(s) and agency(ies) identified in answer to (b) above approve the change as to elevation and subsurface support for Pier No. 3 after the change was put into effect by the contractor? If not, state why not and identify the source of your information. If so, state when such determination was made, and identify the source of your information and the writing(s) where such approval is set forth.

(e) Have any of the persons or agencies involved in the design or construction of the John Day River Bridge changed their procedures since December 22, 1964, with respect to approval of changes from contract plans and specifications? If so, state when such changes occurred and identify the persons or agencies involved, the source of your information, and the writing(s) setting forth such changes.

Interrogatory No. 21: State the name, position and employer (at time of decision) of every person who inspected the lower extremity of Pier No. 3 and the physical matter supporting and reinforcing said Pier No. 3 prior to December 22, 1964, for evidence of scouring or any other action which might have caused to weaken the foundation, and identify by title, subject matter, date, serial number and present location any writing or writings relating to such inspection.

Interrogatory No. 22: State the name, position and employer (at time of decision) of every person having, at the time of such decision, responsibility for making or causing to be made inspections of the lower extremity of Pier No. 3 and the physical matter supporting and reinforcing said Pier No. 3 prior to December 22, 1964, for evidence of scouring or any other action which might have caused to weaken the foundation, and identify by title, subject matter, date, serial number and present location any writing or writings relating to such responsibility.

Interrogatory No. 23: With respect to any inspections identified in answer to Interrogatory No. 21 above, state the following:

(a) Did any such inspection show that scouring (here defined for the purposes of this Interrogatory No. 23 to mean the removal of matter from the streambed of the John Day River and either or both columns of Pier No. 3 by the flow action of the waters of the John Day River and any matter suspended in or transported by such waters, such as sand, silt, gravel, debris, etc.) had occurred to either or both columns of Pier No. 3 and to the solid matter comprising the streambed adjacent to either or both such columns? If so, state the date of such observation(s), the name(s) of the person(s) who made it, and the extent of such scouring.

(b) Who was responsible for reviewing such report(s)?

(c) Was a determination made whether the scouring specified in answer to (a) above would in any way weaken the foundation for either or both columns of Pier No. 3? If so, state the name(s) of the person(s) and/or agency(ies) who made such determination, the source of your information concerning such determination, and the writing(s) setting forth such determination.

(d) Who was responsible for making a determination such as that described in (c) above, whether or not named in (c) above?

(e) Would the making of such a determination as that described in (c) above be in accordance with policies and practices prescribed for and followed by (prior to December 22, 1964) any of the following (specify which): you; the agency you represent; the U. S. Corps of Engineers; the U. S. Bureau of Public Roads; the Oregon State Highway Department; a consensus of persons skilled in the design, construction and maintenance of foundations for bridge piers which are located in the streambed of a flowing river; engineers observing generally accepted engineering principles.

(f) Was any action taken to correct the scouring specified in answer to (a) above, or the effects thereof, prior to December 22, 1964? If so, state what action was taken and identify the person(s) or agency(ies) who took such action and the source of your information concerning the same.

(g) If your answer to (f) above is negative, state whether the failure to take such corrective action was (prior to December 22, 1964) in accordance with policies and practices prescribed for and followed by (prior to December 22, 1964) any of the following (specify which): you; the agency you represent; the U. S. Corps of Engineers; the U. S. Bureau of Public Roads; the Oregon State Highway Department; a consensus of persons skilled in the design, construction and maintenance of foundations for bridge piers which are located in the streambed of a flowing river; engineers observing generally accepted engineering principles.

Interrogatory No. 24: Identify by title, subject matter, date, serial number and present location any reports, photographs, diagrams, letters, memoranda, notes and other writings relating to the following:

(a) The collapse of a portion of the John Day River Bridge.

(b) The physical causes of the collapse of a portion of the John Day River Bridge.

(c) The identity of the person or persons responsible for creating or failing to take corrective action concerning any physical causes of the collapse of a portion of the John Day River Bridge.

(d) The physical damage caused by the collapse of a portion of the John Day River Bridge.

Interrogatory No. 25: State as to your first knowledge that a portion of the John Day River Bridge had collapsed:

(a) When you acquired such knowledge.

(b) How such knowledge came to your attention. Identify the person(s) and/or writing(s) which brought the fact to your attention.

Interrogatory No. 26: Was the bridge approved as safe for users of Highway 80N prior to December 22, 1964? If so, state the following:

(a) Who made such approval on behalf of the State of Oregon and when was such approval given?

(b) Who made such approval on behalf of the United States of America and when was such approval given?

(c) When was the bridge opened to use by persons operating motor vehicles on Highway 80N?

(d) Was use of the bridge by persons operating motor vehicles on Highway 80N stopped or interrupted at any time from date of opening to date of collapse on or about December 22, 1964? If so, state when, by whom the closure was ordered and the reasons for the closure.

Interrogatory No. 27: Were tests made of the subsurface in the area where the foundation of Pier No. 3 was to rest to determine the adequacy of the matter there found to support Pier No. 3 and the horizontal structure which depended on Pier No. 3 for its support? If so, state the following:

(a) Name the person(s) and agency(ies) who made such test(s), state when the test(s) were made and identify the writing(s) where the results of such test(s) is (are) shown.

(b) Did any of the tests specified in answer to (a) above state that any matter other than bedrock would furnish adequate support for Pier No. 3 and the horizontal structure it supported? If so, identify the person who made that determination and the writing(s) where such determination is set forth.

(c) Did such determination (set forth in (b) above) take into account the physical forces (such as water flow) which actually had an effect upon Pier No. 3 up to the time of collapse on or about December 22, 1964? If not, specify what physical forces and counterforces were actually considered in making the determination of "adequacy."

(d) Did actual placement of the footing of Pier No. 3 take place prior to or subsequent to such determination (as set forth in (b) above)?

Interrogatory No. 28: Did the contractor pre-excavate the area to be occupied by Pier No. 3?

If so, state the following:

(a) When such excavation took place.

(b) The physical dimensions of the excavation--depth, breadth, etc.

(c) Was a cofferdam or other structure placed in the excavation?

(d) Was the cofferdam or other structure removed after the footing for Pier No. 3 was poured?

(e) If the answer to (d) is affirmative, what kind of material was used to fill the gap between the sides of Pier No. 3 and the unexcavated streambed?

(f) Was the elevation of the bottom of the excavation the same as or lower than the elevation at which the lowermost extremity of the columns of Pier No. 3 was placed? If lower, specify how much lower.

Interrogatory No. 29: Was Pier No. 3 designed and constructed to have maximum hydraulic efficiency? If not, state why not and identify the person or persons who made the determination not to have Pier No. 3 so shaped as to produce maximum hydraulic efficiency.

Interrogatory No. 30: At what angle was Pier No. 3 in relation to the direction of flow of the John Day River?

Interrogatory No. 31: Could Pier No. 3 have been placed at an angle in relation to the direction of the flow of the John Day River which would have been less of an obstruction to the stream flow? If so, state who made such determination, and why it was made.

another

Interrogatory No. 32: Would placement of Pier No. 3 at ~~an~~ angle to the direction of the stream flow of the John Day River have reduced the likelihood of scouring (as defined in Interrogatory No. 23 above)?

Interrogatory No. 33: Was Pier No. 3 the only pier of the John Day River Bridge not founded on bedrock or on pilings driven to bedrock? If not, identify such other piers by number and location and state why they were not founded on bedrock.

Interrogatory No. 34: Was Pier No. 3 the only pier of the John Day River Bridge located in the streambed and channel of the John Day River? If not, identify such other piers by number and location.

McCulloch, Dezendorf & Spears

Wayne Hilliard

Leigh D. Stephenson

McCOLLOCH, DEZENDORF & SPEARS
Wayne Hilliard
Leigh D. Stephenson
Of Attorneys for Plaintiff

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JAN 26 1972
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CR-96(1)
6527

August 10, 1967

AIRMAIL

Mr. Paul E. McNulty
King & King
Suite 400, Farragut Building
Washington, D. C. 20006

Dear Mr. McNulty:

Thank you for your August 4 letter advising of the forthcoming audit by Government accountants on the claim of the State of Oregon on the John Day Bridge.

This Department's Accounting Division will immediately prepare and document the schedule suggested so that we will be able to substantiate all facets of the total.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde
C. H. Maison
Ivan Merchant

RLP:ms fn

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY
HERMAN J. GALLOWAY
COUNSEL

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D.C.

TELEPHONE 296-5195
(AREA CODE 202)

August 4, 1967

Mr. Forrest Cooper
State of Oregon State Highway Department
Salem, Oregon 97310

Re: State of Oregon v. United States,
Ct. Cl. No. 208-67

Dear Mr. Cooper:

The rules of the Court of Claims provide that where, as in the instant case, the claim is based in whole or in part on books of account or other records, the plaintiff will be required to file accounting schedules in support of the damages claimed, which schedules are then audited by the Government. The purpose of the rule is to eliminate the necessity of physically introducing the accounting records in evidence, and to narrow as much as possible any factual dispute with regard to the issue of damages.

Toward this end, the Court's rules require that the accounting schedules submitted for audit show the particular items and figures claimed in sufficient detail and with adequate reference to the records from which they were taken to permit the Government's auditor to identify and verify the same in the books and records. The Court's rules also provide that upon completion of its audit, the Government will provide us with schedules setting forth the results of its examination of the books, stating any exceptions to the figures, or waiving challenge to the same.

The Government's audit of the damages schedules will be the next step in the proceedings, following the submission of the Government's answer to the petition. Accordingly, we would suggest that work on the preparation of the schedules be undertaken at this time. In your letter of May 4, 1967, you furnished us with a statement of the amounts claimed, consisting of contract construction, construction engineering, miscellaneous, and detour expenses. Schedules should be prepared reflecting the elements of cost

claimed under each of these items of expense in sufficient detail to permit their verification by the Government's auditor upon examination of the books and records.

With respect to the item for contract construction in the amount of $823,663.09, we would assume that this refers to the contract for reconstruction of the bridge and consists of the basic contract price plus any changes or modifications ordered after award. Therefore, a schedule which identifies the reconstruction contract by number and sets forth the amount paid at the basic contract price, plus any change orders in the amounts paid thereon, should be sufficient for this item.

The item, construction engineering, in the amount of $47,027.33, we would assume represents the salaries and/or wages of highway department personnel. Accordingly, the schedule for this item should have set forth the individuals involved, the salary or wages paid, the period of time for which claim is made, and the total amount claimed for each individual.

The schedules for the miscellaneous and detour items should also set forth a detailed breakdown of the specific elements of cost covered by these items.

Inasmuch as the schedules will be audited by Government accountants, if there are accounting personnel available to you, it probably would be advisable to have the schedules prepared by an accountant, who would then be available to answer any accounting questions that might be raised by the Government's auditors with respect to the schedules. If there are any questions with respect to the preparation of the schedules, please do not hesitate to advise us.

Very truly yours,

KING & KING

By _____
Paul E. McNulty

PEM:jr

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AUG 7 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 26 1972
FOR FILING

ER-76(1)
6537

Salem, Oregon
August 8, 1967

Mr. G. E. Rohde
Chief Counsel

I hand you herewith a billing in the amount of $124.99 from the law firm of King and King having to do with the John Day River Bridge case.

Will you please handle this item.

Also, I attach certain information previously requested by Paul McNulty. Will you kindly forward it to him.

Tom Edwards
Assistant State Highway Engineer

Attachments

TE:ja

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe
C. H. Maison
Ivan Merchant

BYRON S. ADAMS PRINTING, Inc.

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State of Oregon
c/o King and King,
900 17th Street, N.W.
Washington, D.C.

Our Job Number 1828

Your Order Number _____

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	D.C. Sales Tax	3.18
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Unless specifically exempt by law, a sales tax of 3% is imposed on all types of printing actually delivered within the District of Columbia regardless of the geographical location of the purchaser.

MONTHLY STATEMENT

WASHINGTON 6, D. C. August 1, 1967

State of Oregon

State Highway Department, Salem, Oregon 97310

TO **KING & KING,** DR.

SUITE 400, THE FARRAGUT BUILDING, 900 - 17TH STREET, N.W.

re: John Day River Bridge claim 208-67

		BILL RENDERED	
		TO PROFESSIONAL SERVICES	
		TO EXPENSES AS FOLLOWS:	
June	19	Byron S. Adams - Printing 50 copies Petition	109.08
	19	U. S. Court of Claims - filing fee	10.00
	19	Taxi fare to and from Court of Claims	1.50
	19	Postage	.56
	12	Telephone call to Salem Oregon	3.85
			$124.99

NOTE.—If any error is claimed in above, please notify us promptly. Prompt reimbursement of all expenditures made by us for account of clients is expected.

FORM E-30 50M 10-65 SP°23401-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 21, 1967

SUBJECT: John Day River Bridge
Columbia River Highway
Sherman County
Br. No. 108A

To: Mr. Tom Edwards
Assistant State Highway Engineer

B U I L D I N G

In response to your request to obtain material requested by Paul E. McNulty in his letter of June 5th, Item No. 4 and paragraph 8, we are attaching eight 8x8 prints of photographs taken by J. S. Sawyer soon after the spans fell in the river. In several of these pictures, streaks and debris indicate the extent of the high water.

Also attached, are two prints of the Walla Walla District Corps of Engineers' undated and untitled drawing showing the contours and soundings in the neighborhood of the subject bridge. Upon comparison of this drawing with that of the Tudor print No. 3 of the Tudor report, we find that the print must have been a true copy of the attached drawing which was probably titled and numbered D-7 when Tudor obtained it.

We are returning the negatives of the pictures to J. S. Sawyer for his file as he requests; however, if in the future, more prints are desired, these prints will be available.

Theo. C. Roake
Assistant Bridge Engineer

TCR:mb
Att.

RECEIVED
JUL 21 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Forrest Cooper

RECEIVED
AUG 1 1967
FORM E-20X BOM 7-66 20384

FOR FILING
ER-96(11)
62-1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7, 1967

SUBJECT: Contract No. DA-45-164 CIVENG-61-103
Relocation Oregon Highway Facilities
John Day Dam

To: Mr. F. B. Klaboe
Assistant State Highway
Engineer

B U I L D I N G

In compliance with the letter from the law firm of King & King, dated June 30, 1967, I have revised our draft letter to the Corps of Engineers concerning the extension of the period for highway stabilization after the raising of the John Day pool.

A copy of the revised draft is attached.

F. C. McKINNEY
Assistant Counsel

FCMcK:hg:bl
Enclosure

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. G. E. Rohde

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STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

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OFFICE OF
STATE HIGHWAY ENGINEER

ROUGH DRAFT

CC. Porter -
Rohde -
Blind copies to King & King
other

FcMcK:ks:bl
7/7/67

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation Oregon Highway Facilities
John Day Dam

Col. Frank D. McElwee
Contracting Officer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington 99362

Dear Sir:

Since your letter of April 18, 1967, concerning your interpretation of the five-year deferred construction clause, as contained in the above contract, I have held further conferences with our engineering staff and Chief Counsel.

All parties concerned agreed that the intent of the contract, on the part of both the Corps and the State, was that the contemplated construction program would be followed and the relocated highway given the time necessary to become seasoned after raising of the pool.

Based on the then existing construction schedule a five-year period was believed by all parties to be sufficient. I am certain that if either the Corps or the State had believed at that time the pool would not be raised until the summer of 1968, then Article 8 would certainly have contained a period much greater than five years.

Likewise, the State would have never been willing to accept Article 11 which provides for just compensation to the State if both parties had not been fully convinced that the State would be fully compensated for the relocation of its highway, except for certain agreed construction items, in order to bring about the John Day Dam project.

There is nothing in the contract whatsoever which indicates that the Corps of Engineers or the U. S. Government ever intended that the State should suffer a loss and receive less than full reimbursement for any damage done to the reconstructed highway by reason of the delay in raising the pool.

It is our firm belief that the intent of the parties prevails in all contracts which are made contingent on many happenings such as changes in design, finances or other unavoidable causes. I am informed by our Chief Counsel that courts of equity are extremely conscious of these matters and will not stand aside to see one party injured to the benefit of the other. This is particularly true when such injury is caused by a technical interpretation of a contract when a full consideration of the background, subsequent events

and intent of the parties clearly indicate that no such injury to a party was foreseeable or contemplated at the time the contract was executed.

After specifically consulting our Chief Counsel on this point, we do not concur in your expressed opinion that there is a lack of grounds for the equitable remedy of reformation.

The State relied, in accepting the five-year period on the Corps representations as to when the pool would be raised. Unless it be assumed that the Corps was knowingly misrepresenting its construction schedule, it is apparent that both parties were operating under the mistaken belief that the pool would be raised by 1967. Assuredly, mutual mistake is sufficient ground for the equitable remedy of reformation.

Indeed, in exchange for the State's performance, the deferred construction agreement was one of the material obligations assumed by the Corps, and one of the principal purposes of the parties under that agreement was to permit an adequate period of time to determine any detrimental affect of the reservoir pool upon the relocated highway facilities.

While it may not be within your authority as contracting officer to make a decision on this matter, as mentioned in your letter, we request that you bring this matter to the attention of your superiors. We are more than willing to have a meeting with you and your superiors on this subject, prior to taking any further action on our own.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
F. B. Klaboe
Asst. State Highway Engineer

INVOICE

URECA INC.

UNIVERSAL RESEARCH · ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers · Consultants · Appraisers

RONALD McREARY, P.E.

2061 N.W. HOYT STREET
P.O. BOX 4406
PORTLAND, OREGON 97208

June 30, 1967

Re: John Day River Bridge
Hydrologic Study

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

For professional services rendered in connection with the above named project for the month of June, 1967.

Professional Engineer	80 hrs. @ $20.00	$1,600.00
Engineering Aide	93½ hrs. @ $15.00	1,402.50
Engineering Technician	37½ hrs. @ $12.50	468.75
Miscellaneous Expenses (see attached schedule)		1,848.04
		$5,319.29

THANK YOU

Approved 7/5/67
Asst. State Hwy. Engr.
5006-900

June 30, 1967

Re: John Day River Bridge
Hydrologic Study

SCHEDULE OF MISCELLANEOUS EXPENSES

MILEAGE:

4 trips - John Day & Return - Buick 1120 mi. @ $.15	$ 168.00
6 trips - John Day & Return - Int'l Scout 1600 mi. @ $.15	240.00
2 trips - Salem & Return 184 mi. @ $.15	27.60

EQUIPMENT:

Rental on International Scout, including equipment therein, commencing June 26, 1967 one month @ $50.00 per week	200.00
Rental on 14' boat, complete with preservers, oars and 2 anchors; 1 boat trailer; and 1-10 h.p. outboard motor with 5 gallon fuel tank, commencing June 26, 1967 one month @ $60.00 per week	240.00
Fuel for outboard	3.26
Rental on 20' self contained office and boarding trailer, Ideal dual axle (value $4,200.00), commencing June 26, 1967 one month @ $250.00	250.00
one month land rent (trailer parking, water, electricity, telephone)	40.00
Trailer move - in and out	50.00
Provisions for trailer	127.09
Rental on Cobra Rock Drill, bits and rock anchors minimum rental ½ month @ $180.00 per mo.	90.00
Extra bit and steel	20.00
Rock anchors 8 @ $3.00 ea.	24.00
Mooring lines, cables, clamps and pulleys	78.46
Meter support beam & winch (3 hours time to gather materials & have made)	19.02
Sub Total	$1,577.43

SCHEDULE OF MISCELLANEOUS EXPENSES
(Continued)

Time - outfitting and procurement of rigging 20 hrs. @ $7.50	$ 150.00
Barometric Level minimum rental 2 wks @ $15.00 per wk.	30.00
PHOTOS:	
Photographs of John Day Canyon	36.56
Photographs of bridge and at gaging station five miles upstream from where party presently working	13.30
Corps of Engineers photos of John Day Bridge prior to 1964	7.00
Reprints of news articles	6.00
Reprint of Moro weather data	2.10
MEALS:	
Conferences with State Representatives	
6/16 - Tebeau, Lenz, McReary	6.00
6/27 - Tebeau, Jenkins, Shade, McReary Lunch - $3.00; Dinner - $7.00	10.00
6/28 - Shade, Lenz	4.15
6/29 - McReary, Gray	5.50
Total	$1,848.04

INVOICE

URECA INC.

UNIVERSAL RESEARCH · ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

RONALD McREARY, P.E.

2061 N.W. HOYT STREET
P.O. BOX 4406
PORTLAND, OREGON 97208

May 31, 1967

Re: John Day River Bridge
Hydrologic Study

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

For professional services rendered in connection with the above named project for the period ending May 31, 1967.

Services prior to trip to Washington, D.C. for meeting with Mr. McNulty of King and King.

Professional Engineer	5½ days @ $150.00		$825.00
Engineering Aide	3½ days @ $120.00		420.00
Engineering Technician	4½ days @ $100.00		450.00
Mileage - John Day & Return - 220 mi. @ $.15		33.00	
Meals - John Day trip		5.00	
Photos of John Day		10.00	
	Sub Total		$1,743.00

Services during trip to Washington, D.C. for meeting with Mr. McNulty of King and King.

Professional Engineer 3 days @ $150.00	$450.00	
Plane fare - Washington, D.C. & Return	320.78	
Miscellaneous trip expenses	108.83	
Sub Total		$ 879.61
Total		$2,622.61

NOTED
R. L. [illegible]

Approved 7/5/67
[signature]
Asst. State Hwy. Engr.

5006-900

THANK YOU

NOTED
FORREST COOPER

May 31, 1967

Re: John Day River Bridge
Hydrologic Study

SCHEDULE OF MISCELLANEOUS EXPENSES

Hotel	$ 46.33
Meals	17.75
Cab fare	34.25
Gratuities	7.50
Parking	3.00
	$108.83

RECEIVED
JAN 26 1972
FOR FILING

FORM E-123X

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

E-1-10(2)
L-37

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
FORREST COOPER

June 28, 1967

King & King
Suite 400, Farragut Building
900 17th Street, N.W.
Washington, D.C. 20006

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation Oregon Highway Facilities
John Day Dam

Attention: John W. Gaskins

Dear Mr. Gaskins:

It now appears that we are having further difficulty with the Corps of Engineers with respect to the above contract, and in particular Article 8 thereof, which is likewise involved in our Court of Claims case with the Corps of Engineers.

Basically Article 8 provided for a five-year deferred construction program and was inserted for the purpose of permitting the highway fills, and other construction, to have a reasonable length of time to settle and stabalize after the raising of the John Day pool. The saturation of fills by water often affects the surfacing and it was the intent of both parties that any such damages to the roadbed and pavement would be paid by the Corps of Engineers as a deferred construction cost.

At the time of executing the contract the construction schedule and the program for the John Day Dam clearly indicated, and it was so represented by the Corps, that the pool would be raised in the spring or summer of 1967. Under our construction schedule this would have allowed at least two years for the pool to saturate and bring about any settlement of the fills which might occur.

We have now been advised by the Corps that the pool will not be raised until the summer of 1968 due to unforeseeable delays. This means that on certain sections of the relocated Columbia River Highway the fills and embankments will have only a year or less in which to be saturated and their settlement determined. It is the opinion of our engineering staff that this is an insufficient time and as a result brought this to the attention of the Corps of Engineers on February 3, 1967. Please see

attached letter bearing that date to the Corps from Mr. F. B. Klabee. On April 18, 1967 the Corps replied to our letter rejecting our request and stating further that "the requisite grounds for permitting the equitable remedy of contract reformation are considered to be lacking in this case". A copy of the letter from the Corps is likewise attached.

We have been requested to draft a reply to the Corps' letter on this matter and I am enclosing herewith a draft copy of our proposed reply. Before sending the same, however, we wish to have you review the enclosed letters and draft as we do not wish to raise any questions or make any comments which might in any way interfere with the present case your firm has filed on behalf of the State in the Court of Claims.

We would appreciate your early reply as to whether or not the draft is acceptable to you so that we can amply notify the Corps of our position in this matter. We would further welcome any suggestions you may have for improving the draft.

Yours very truly,

C. E. ROHDE
Chief Counsel

FCMcK:hg
Enclosures

cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. B. Klabee

DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

RECEIVED
CONSTRUCTION
DIVISION

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWOC

18 April 1967

Re: Contract DA-45-164-CIVENG-61-103
Relocation Oregon Highway Facilities,
John Day Lock and Dam

Mr. F. B. Klaboe
Assistant State Highway Engineer
State Highway Department
State of Oregon
Salem, Oregon 97310

Dear Mr. Klaboe:

This is in response to your 3 February 1967 letter requesting that the five-year deferred construction period be extended for one year, with further adjustment in event the pool is not raised in May of 1968.

We have completed our review of the facts and circumstances surrounding the negotiations of the contract, particularly the deferred construction clause, and it is concluded that, while the Government hopefully planned the project would be completed and the pool raised in May 1967, there was no guarantee that such would occur. Both parties recognized the difficulties involved in predicting completion of a project of this size with extensive relocation of highways, railroads, and other facilities. The contract was entered into in October 1961, with preliminary discussions and negotiations conducted prior thereto in excess of one year.

Availability of appropriations to the Bureau of Public Roads and the Corps of Engineers, as well as the State, was one of the factors to be considered. Likewise, delays in construction were not unforeseeable. One factor affecting the construction schedule was the changed condition in the Rufus area which necessitated, as mutually agreed to, the realinement of the railroad and highway in this area.

There were other events beyond the control of either party, which, cumulatively, affected the projected completion. Despite the parties' awareness that delays could occur, neither party saw fit to incorporate language into the contract to cover such eventuality. The contract as

written expresses the objective intent of the parties, and insofar as the Government is concerned it expresses the subjective intent, which was, that the Government would assume on relocation of State highways in the John Day Project certain deferred construction costs for a period not in excess of five years after acceptance for maintenance and public traffic.

Although it is our firm resolve and objective to raise the pool in the spring of 1968, we are not, as you apparently recognize in your request, in a position to guarantee that such will occur. In event the pool is raised in the spring of 1968 all of the relocated highway that will be subjected to exposure from the pool, with exception of that section between John Day Dam and the John Day River, will be exposed thereto for at least one year.

To grant your request would amount to reformation of the contract which is beyond my authority as Contracting Officer. Moreover, the requisite grounds for permitting the equitable remedy of contract reformation are considered to be lacking in this case.

Sincerely yours,

Frank D. McElwee

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

2-7-5-B

FORM [illegible] 1-66

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

Morgan 1177 Routing
Docker
Bond
Barbee
Walker
Olson
Swan
Pease C
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
FEB 3 1967
CONSTRUCTION
DIVISION

February 3, 1967

District Engineer
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington 99362

Dear Sir:

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation Oregon Highway Facilities
John Day Dam

As the grading and temporary surfacing contracts are completed, mutually agreed dates for the beginning of the five-year deferred construction periods are being established by the Corps and the State.

Your current construction schedule furnished to us indicates that the reservoir clearance contract will end by the first of May, 1968, and we understand the pool raising could be started as soon as this contract is complete. This means then that some of our roadway will be exposed to the pool for only about a year before the end of the five-year deferred construction period. We were led to believe, when the agreement was signed, that the pool would be raised in 1967. This is verified by the fact that your early construction schedules called for the completion of the reservoir clearance contract by the first of May, 1967.

In view of the fact that the pool raising has been delayed one year, thus cutting the time of exposure by the pool to our roadway by one year, it is requested that the five-year deferred construction period be extended one year and then be further adjusted if any more delay comes about in raising the pool.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED BY
F. B. KLABOE

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
A. F. Parson
J. F. Putnam
J. S. Sawyer
D. L. Trout

RECEIVED
JUN 27 1967
FOR FILING

FK-31,(1)
6537

June 26, 1967

Oregon State Highway Commission

Gentlemen:

For your information, our suit against the Corps of Engineers in connection with the John Day Bridge matter was filed by petition in the U. S. Court of Claims in Washington, D. C., on June 19.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
G. E. Rohde
Ivan Merchant

FC:fn jw

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1972
FOR FILING

ER-96(1)
L-37

JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY
HERMAN J. GALLOWAY
COUNSEL

Edwards

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)
CABLE ADDRESS
KINGANKING, WASHINGTON, D. C.
TELEPHONE 296-5195
(AREA CODE 202)

June 16, 1967

REFERRED TO
Mc Kinney
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
State of Oregon
State Highway Department
Salem, Oregon 97310

Re: State of Oregon, by and through its State Highway Commission, composed of Glenn L. Jackson, Fred W. Hill, and David B. Simpson v. The United States, Ct. Cl. No. 208-67

Dear Mr. Cooper:

You will find enclosed five copies of the petition which we filed in the United States Court of Claims today.

The next step in the proceedings will be the filing of the Government's answer. The Court's rules allow the Government 60 days within which to file its answer. However, it has been our experience that the Government rarely is able to file its answer within the 60 day period and, accordingly, it can be anticipated that an extension of time for its filing will be requested by the Government. As soon as we receive the Government's answer, we will furnish you copies.

Portlin

6-20 Orig & Mc Kinney with 2 copies petition 2

Very truly yours,

Paul E. McNulty

PEM:ic
Enclosures

Copy JC

NOTED
TOM EDWARDS

RECEIVED
JUN 21 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1972
FOR FILING
ER-96(1)
6437
JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY
HERMAN J. GALLOWAY
COUNSEL

Edwards

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)
CABLE ADDRESS
KINGANKING, WASHINGTON, D.C.
TELEPHONE 296-5195
(AREA CODE 202)

June 16, 1967

REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
State of Oregon
State Highway Department
Salem, Oregon 97310

Re: State of Oregon, by and through its State Highway Commission, composed of Glenn L. Jackson, Fred W. Hill, and David B. Simpson v. The United States, Ct. Cl. No. 208-67

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The next step in the proceedings will be the filing of the Government's answer. The Court's rules allow the Government 60 days within which to file its answer. However, it has been our experience that the Government rarely is able to file its answer within the 60 day period and, accordingly, it can be anticipated that an extension of time for its filing will be requested by the Government. As soon as we receive the Government's answer, we will furnish you copies.

Parties

Very truly yours,

Paul E. McNulty

PEM:ic
Enclosures

6-20 Orig to McKinney with 2 copies petition

Copy JC

NOTED
TOM EDWARDS

RECEIVED
JUN 21 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM F-165X 50M 7-66

RECEIVED
JAN 26 1972
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

EE-96(1)
4527

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 7, 1967

Paul E. McNulty
King & King
400 Farragut Building
900 - 17th St. N. W.
Washington, D. C. 20006

Dear Mr. McNulty:

Your letters of May 16 and June 5, 1967, addressed to Forrest Cooper, State Highway Engineer, have been referred to me for reply. The enclosed draft of petition in the Court of Claims has been reviewed by our engineering staff, particularly Messrs. Edwards and Merchant.

In the draft of petition returned herewith, the blanks have been filled in with the appropriate dates, distances, etc., as you requested, and a few other relatively minor changes have been made.

At the suggestion of Mr. Merchant, we have already made substantially the same changes you suggested in your letter of June 5, with respect to deletion of the term "cemented." We have no objection to the precise changes in this regard which you suggest.

Your assumption that the Corps of Engineers fixed the line and grade of the roadway has been confirmed to be correct.

In paragraph 5 of the petition, the description of the Columbia River near and upstream from the dam has been slightly modified, since we do not believe that a "narrow" canyon accurately depicts the terrain at the location involved.

Also, with respect to legal formalities, we enclose a copy of the first and last pages of First Amended Complaint in an admiralty suit which we currently have pending in the U. S. District Court, for illustration of the usual designation of the State as a party, the formal allegation as to members of the Highway Commission (par. II), and the form of subscription where private counsel have been associated. A minor difference in the present case is that since April 1, 1967, Kenneth Fridley is no longer a member of the Commission, having been replaced by Fred W. Hill on that date.

NOTED
FORREST COOPER

We trust that this satisfactorily answers your questions, and that you will be able to proceed. Please feel free to contact me for any additional information or assistance.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:AHJ:gw
Encl.
cc: R. L. Porter
Tom Edwards
I. D. Merchant
C. H. Maison

RECEIVED
JUN 8 1967
OFFICE
STATE HIGHWAY ENGINEER

IN THE UNITED STATES COURT OF CLAIMS

No. _____

The State of Oregon,

Plaintiff,

v.

The United States,

Defendant.

PETITION
(Filed)

---

1. Plaintiff, the State of Oregon, is, and at the times hereinafter related, was the holder of certain fee title and/or easements, and rights appurtenant thereto, bordering the Columbia River in Oregon, upon which plaintiff had constructed and was operating and maintaining certain public highways, structures and facilities, including former U.S. Highway No. 30 (subsequently redesignated Interstate Highway 80 N) which crossed the John Day River in Oregon by means of a t 2-lane bridge.

2. Defendant acting through the Walla Walla, Washington District Office, Department of the Army, Corps of Engineers, desired to undertake the development of a navigation and flood control project known as John Day Lock and Dam (hereinafter referred to as the project), on the Columbia River in Oregon. As a consequence of the construction of this project and the reservoir pool to be created thereby, plaintiff's rights-of-way, highways, and facilities, including former U.S. Highway No. 30 and the bridge crossing the John Day River, would be inundated. Accordingly, it was necessary that defendant acquire the title, rights and privileges of plaintiff located within the project boundary, and that the highways and facilities of plaintiff constructed thereon be relocated or altered, including former U.S. Highway No. 30 and the bridge crossing the John Day River.

3. In furtherance of its proposed development of the lock and dam project, defendant's representatives apprised plaintiff of the necessity of

relocating or altering plaintiff's existing highways and facilities located within the project boundary. For its part, plaintiff expressed its willingness to convey to defendant any rights, title and interest which plaintiff owned or had an interest in within the project boundary, and to accept as compensation therefor the relocation of its existing highways and facilities by defendant. The agreement of the parties in this respect was the basis of a formal contract subsequently executed as set forth more fully hereinafter in paragraph 7 of this petition.

4. With respect to the relocation of its highway facilities by defendant, plaintiff, at defendant's request, also agreed to have its State Highway Department undertake the necessary design work to prepare plans and specifications and estimates of cost for the new bridges that would be required for such relocation, including a new highway bridge to cross the John Day River. Accordingly, under date of December 29, 1958, the parties entered

into a contract covering such design work, the same being numbered DA-45-164-CIVENG-59-39 and hereinafter referred to as the design contract. The work to be performed by plaintiff under the design contract was divided into two phases. During the first phase, plaintiff was to prepare preliminary studies, sketches and cost estimates of the various new bridges in sufficient detail to permit defendant's Contracting Officer to determine the most suitable type of structure on the basis of use, design, loadings, safety, appearance and economics of construction and maintenance. In the second phase, following approval of the preliminary drawings by defendant, plaintiff was to prepare and furnish to defendant final design, detailed drawings and specifications necessary for the effective coordination and efficient execution of the actual construction work. The design contract further provided that defendant would furnish plaintiff with surveys, alignment maps and cross-sections at the locations of the new bridges, and that all subsurface investigations for

bridge piers and abutments would be performed by defendant, who reserved to itself the determination as to the adequacy of such explorations.

5. In the vicinity of the dam to be constructed by defendant and for several miles upstream, the Columbia River winds through a narrow canyon with steep walls. Similarly, the John Day River flows into the Columbia River through a narrow canyon bordered by high rock bluffs approximately 2.4 miles above the site of the dam. Accordingly, prior to their relocation under the contract here-involved, former U.S. Highway 30 and the existing bridge over which it crossed the John Day River had been located and constructed by plaintiff along the low and relatively flat area immediately adjacent to the bank of the Columbia River. As a consequence of the depth of the reservoir pool that would be created by the dam to be constructed by defendant, the relocated highway was to be constructed at a much higher elevation along the steep canyon slopes; thereby necessitating a high level bridge crossing the John Day River.

6. In accordance with the terms of the design contract, plaintiff prepared and submitted for defendant's approval a number of alternative, preliminary designs for the new John Day River bridge. Following defendant's selection and approval of "Alternate B" of the preliminary designs, plaintiff then proceeded with the preparation of the final drawings and specifications for the new bridge, which drawings and specifications in turn were subsequently approved by defendant. As approved by defendant, the final design called for a 4-lane divided highway bridge, approximately 1,540 feet long and crossing the John Day River approximately 1,000 feet upstream of its confluence with the Columbia River. The new bridge was to be built on a horizontal curve and was to be a deck type structure, consisting of 6 steel truss spans approximately 200 feet in length, flanked at each end by two 80-foot steel girder spans. The steel truss spans were to rest upon and be supported by a series of reinforced concrete piers, composed of two vertical columns

resting on individual footings and connected at the top and at intermediate points by concrete struts. The elevation of the bridge and the height of the piers were dictated by the elevation of the reservoir pool to be created by the dam, as well as by the line and grade fixed by defendant for the relocated highway which was to cross the bridge. Similarly, the length of the bridge spans was fixed by the horizontal curvature of the bridge, which curvature in turn was dictated by the line and grade of the relocated roadway selected by defendant. These factors, which limited the length of the spans and dictated the elevation of the bridge, made it necessary that Pier No. 3 be located approximately in the middle of the main channel of the John Day River and required that said Pier No. 3 be approximately 156 feet in height.

7. As previously stated, under the terms of the design contract, defendant was to conduct all subsurface investigations for bridge piers and abutments and was to furnish such data to plaintiff. With reference to Pier No. 3 for the new John Day River bridge, the subsurface boring data furnished

to plaintiff by defendant indicated that the material between the river bottom at elevation 149.7 and bedrock at elevation 136 consisted of silt, sand, sandy fine gravel and boulders. There was nothing in the subsurface data furnished by defendant to indicate that the materials overlying the bedrock at the location for Pier No. 3 were in a densely compacted, consolidated or cemented state which might be satisfactory as a foundation for the pier footings. Accordingly, in preparing both the preliminary and final design for the bridge, plaintiff provided that the footings for Pier No. 3 would be founded on bedrock and assumed that the overlying materials were in a loose, unconsolidated state.

8. Following plaintiff's completion of the final drawings and specifications under the design contract, the parties on October 25, 1961 entered into Contract No. DA-45-164-CIVENG-61-103, hereinafter referred to as the relocation contract. Under the terms of the relocation contract, defendant agreed to effect the relocation of plaintiff's existing highways and facilities, and plaintiff agreed, on completion of such relocation, to accept the substituted

highways and facilities as full compensation for the acquisition by defendant of plaintiff's rights, title and interests to the old rights-of-way. At defendant's request, plaintiff also agreed to undertake at defendant's expense to let and administer contracts for certain portions of the relocation work, including construction of the new John Day River bridge. Such bridge construction work under any contracts let and administered by plaintiff was to be performed in accordance with the drawings and specifications prepared by plaintiff under the previous design contract, or any alterations or changes thereto as agreed upon and approved by defendant.

9. As to the respective obligations of defendant and plaintiff, the relocation contract provided in pertinent part, as follows:

> Article 2. Obligations of the Government.
>
> * * * *
>
> d. Reimburse the State for the actual cost incurred for all items of work performed hereunder by the State at Government expense.

* * * *

Article 3. Obligations of the State.

* * * *

b. Except as otherwise provided for herein, participate in the highway relocations contemplated by this contract by performing at the expense of the Government, except as provided in Article 5c, and in accordance with the approved plans, specifications and exhibits referred to in Article 1, the construction and inspection of all bridges and interchange structures and all construction work within the limits established in Article 2b(3) and 2b(5) as described in Exhibit "C" attached hereto and referred to in said Article 1; and shall perform such additional items of work at the expense of the Government as may, in the judgment of the State Highway Engineer and as authorized in writing by the Contracting Officer, become necessary during the progress of the relocation work. The State shall accomplish the work described herein by contracts publicly advertised for bids and awarded to the lowest responsible bidder, provided that such award shall be subject to the approval of both the State Highway Engineer and the Contracting Officer. Minor items such as striping, signing and landscaping may be performed by State forces.

* * * *

Article 6. Ownership and Conduct of Work.

a. The highway facilities constructed hereunder by the State shall be and remain the property of the State. All facilities constructed hereunder by the Government shall become the property of the State upon acceptance for public use as provided in Article 7 hereof. The State shall be responsible for all materials furnished and work performed by it.

* * * *

Article 7. Inspection and Acceptance.

a. The Government shall have the right to inspect the work to be performed hereunder by the State, on any work unit, at any time during its progress and to make final inspection upon completion thereof. Failure of the Government to object within twenty (20) days after final inspection, or within thirty (30) days after completion of any work unit, shall indicate satisfactory performance of the contract by the State.

* * * *

c. Within thirty (30) days after completion of any segment of highway to be immediately opened for public use, a

final inspection thereof shall be made jointly by representatives of the State and of the Government for the purpose of determining whether or not the relocated facilities have been completed in accordance with this contract and with the plans and specifications referred to herein. If this inspection develops that the facilities have been so completed, the State shall accept forthwith in writing such segment of the relocated Interstate Highway 80 N, John Day Highway 5 (State Route 19), and Heppner Highway 52 (State Route 74) for maintenance and public traffic.

* * * *

Article 11. Release.

The State agrees, on completion of the relocation and/or alteration work provided for herein, to accept said substitute facilities and payments provided for herein as full and just compensation for any and all damages and injury that have been caused or that may be caused to the facilities relocated or altered hereunder by reason of the construction and maintenance of the project by the Government to the extent described in the flowage easements to be granted by the State, and upon the final payment and the acceptance of said substitute facilities as herein provided, the State does hereby release the Government from any and all further claims or demands for or on account of any damages to the lands conveyed and the highways relocated and/or altered hereunder which result from the construction, operation and maintenance of the project in accordance with the pool elevations and discharge rates so described.

10. The reservoir pool to be created by defendant's lock and dam project made it necessary to relocate plaintiff's highways and facilities, including the new John Day River bridge, in a hazardous location which exposed the same to possible extraordinary damage. Accordingly, to provide plaintiff with

protection in the event of any such damage and to save defendant the expense of providing features in the initial construction that would be required to insure against any such damage, Article 8 of the relocation contract provided in pertinent part as follows:

> Deferred Construction. - It is mutually recognized by the parties hereto that the relocated highways * * * are constructed on terrain consisting of high rock bluffs and talus slopes and border the reservoir to be created by the project which conditions may result in extraordinary damage during the period of time required for stabilization of the highway facilities following their completion. In order to provide reasonable assurance to the State against such extraordinary damage due to any rock falls, caving, sliding, slipping, sinking or settling of the roadbed, structures, embankments or cut slopes and to save the Government the expense of construction of features that may not in fact be required if firm assurance against such damage were provided in the initial construction of such facilities, it is agreed that the Government shall, for a period not to exceed five (5) years following the date of acceptance by the State for use of public traffic, pay to the State all actual cost incurred by the State in repairing such extraordinary damage as mutually agreed upon between the State and the Government. The work of such deferred construction will normally be performed by the State, either with its own forces or through responsible contractors employed by it. Except in cases where continuity of traffic is involved, the State shall submit to the Contracting Officer plans, specifications and estimates for such work as the State will perform and shall not commence the work until such plans, specifications and estimates shall have been approved by the Contracting Officer.

11. Upon execution and approval of the relocation contract, plaintiff in accordance with the provisions thereof, issued an invitation for bids for construction of the new John Day River bridge, and on January 4, 1962 plaintiff entered into a contract for construction of the same with Pacific Concrete Company, Otis P. Jordan, Jr., and C. V. Glidden (hereinafter referred to as the bridge contractor).

12. In the course of excavating to bedrock for the footings for Pier 3, the bridge contractor encountered a densely compacted ~~or cemented~~ sand, gravel, and boulder material at an elevation approximately 14 feet above bedrock. In light of the densely compacted nature of the material which had been encountered, the bridge contractor requested that consideration be given to raising the elevation of the footings for Pier 3. Accordingly, plaintiff in turn requested that defendant make further subsurface explorations in the foundation area for Pier 3, which explorations were made. The

additional explorations thus performed by defendant indic ated that the compacted, ~~or cemented~~ sand and gravel material extended down to the bedrock, and that such sand and gravel material was adequate to bear the design load for the pier footings. After consultation with, and approval by defendant's representatives, plaintiff authorized a change in the elevation for the footings for Pier 3, raising them approximately 13 to 14 feet. Thereafter, the bridge contractor completed the bridge, and the same was accep ted by plaintiff for maintenance and public traffic, in accordance with the provisions of the relocation contract with defendant on August 12, 1963.

13. Thereafter, on December 22, 1964, during a period of high water when the John Day River was in flood stage, Pier 3 of the new bridge collapsed with the result that two spans of the bridge also collapsed. On Jan. 27, 1965, ~~1964~~, plaintiff, with the approval of defendant's Contracting Officer, awarded a contract for the necessary repairs and reconstruction of the bridge. The

costs incurred by plaintiff in effecting such reconstruction of the bridge, including engineering and detour expenses, were $1,136,209.44; all of which is claimed herein.

14. The collapse of the bridge was not the result of any fault or negligence attributable to plaintiff. On the contrary, such collapse was the result of extraordinary damage, within the meaning and intent of Article 8 of the relocation contract, for the repair of which defendant had agreed to reimburse plaintiff. Accordingly, as provided in Article 8 of the relocation contract, plaintiff is entitled to recover from defendant the actual costs incurred by plaintiff in repairing and reconstructing the bridge. Alternatively, the purpose and intent of the agreement between the parties was that to effect full, just and complete compensation to plaintiff for the acquisition by defendant of plaintiff's title, rights, interests and privileges within the boundary of the lock and dam project which defendant desired to construct, defendant would provide plaintiff with a relocated

highway and facilities, complete and entire, including a new bridge across the John Day River. Until completion of construction and final acceptance by plaintiff of the relocated highway and facilities, neither of which events has yet occurred, defendant has not fulfilled its obligations and plaintiff has not received full, just and complete compensation for its title, rights, interests and privileges taken by defendant. Such full, just and complete compensation can only be afforded plaintiff upon payment by defendant of the costs incurred by plaintiff in repairing and reconstructing the new John Day River Bridge, as set forth in paragraph 13 of this petition.

15. On Jan 6, 1965, plaintiff made demand upon defendant's Contracting Officer for payment of the costs of repairing and reconstructing the bridge, which demand was erroneously and unjustly refused by defendant's Contracting Officer on Jan 8, 1965. Thereafter, plaintiff's claim for payment of such costs was submitted to the Comptroller General, who also erroneously refused to pay the same.

16. Except as hereinbefore stated, no action has been taken on plaintiff's claim by any of the Departments or by Congress. No one other than the plaintiff is the owner of this claim, and no assignment or transfer of the same has been made.

WHEREFORE, plaintiff demands judgment to be entered in its favor against defendant in the sum of $1,136,209.44.

John W. Gaskins
Special Assistant
Attorney General of
the State of Oregon
900 - 17th Street, N.W.
Washington, D.C. 20006
Attorney for Plaintiff

Paul E. McNulty
John A. McWhorter
King & King
Of Counsel

cc Edwards
Conde

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY
HERMAN J. GALLOWAY
COUNSEL

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)
CABLE ADDRESS
KINGANKING, WASHINGTON, D.C.
TELEPHONE 296-5195
(AREA CODE 202)

June 5, 1967

Mr. Forrest Cooper
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

This letter is to report on our meeting with Mr. McReary on May 31, 1957. At the outset, we would say that Mr. McReary had already undertaken to perform certain preliminary work, including an inspection of the John Day River and review of the documents, weather and hydrologic data, prior to our meeting which was of substantial assistance in enabling us quickly to reach a discussion of the particular areas of inquiry that we feel his investigation should encompass.

In terms of their order of importance, we have indicated to Mr. McReary that the following points should be covered:

1. A determination of the flow and velocity of the John Day River at the bridge site on December 21 and December 22, 1964, as well as the effect of backwater from the John Day Dam on such flows. In making these determinations, Mr. McReary has indicated that he will undertake to verify the validity of the high flow rating curve at the USGS reporting station at McDonald Ferry and will determine the contribution of the tributary streams downstream from McDonald Ferry. This study will also encompass a review of the pertinent weather data for the area below McDonald Ferry.

2. A similar flow and velocity determination for the John Day River at the bridge site during the February 1963 flood. Mr. McReary advised us that it is possible that the scour effect which ultimately caused the collapse of the bridge may have had its beginning at this time as a result of the presence of a cofferdam for one of the railroad bridge piers (later abandoned). If the cause of the bridge collapse could be traced to something the Corps of Engineers did in constructing the railroad bridge, it would greatly strengthen the State's legal position and the chances of success. Accordingly, we feel that Mr. McReary should undertake to determine the facts with respect to the possible effect of the abandoned railroad bridge pier.

3. Mr. McReary also informed us that he believes that the channel of the John Day River was excavated or dredged by Montag-Halvorson sometime prior to construction of the bridge to permit operation of barges from their aggregate source upstream of the bridge site. The effect of such excavation of the channel on the accuracy of the various soundings referred to in the Tudor report is unknown, but we feel that Mr. McReary should undertake to determine the facts in this regard.

4. Mr. McReary suggested, and we agree, that prompt action should be taken to obtain a photographic record of the high water marks at the site. In this connection, we understand that the old railroad and highway bridges are to be demolished in the near future.

5. As a check on the reasonableness of the conclusions and determinations reached with respect to the John Day River, Mr. McReary will also prepare comparative data on the behavior of the neighboring Deschutes and Umatilla Rivers during the December 1964 flood.

Mr. McReary advised us that the Corps of Engineers has not as yet supplied your office with a copy of Drawing D-7, referred to in the Tudor report. This drawing and the validity of the soundings recorded thereon will be of importance, and a continued effort should be made to obtain the drawing from the Corps.

While Mr. McReary was in our office, we reviewed portions of the draft of the petition with him. He advised us that, in his opinion, it would not be accurate to describe the materials overlying the bedrock at Pier 3 as being "cemented." Accordingly, if you are in agreement, the following changes should be made in the draft.

1. In paragraph 7, p. 8, lines 5 and 6, change "compacted, consolidated or cemented state" to read "compacted or consolidated state."

2. In paragraph 7, page 8, last line, change "in a loose, unconsolidated state" to read "in an unconsolidated state."

3. In paragraph 12, p.13, second line, change "compacted or cemented" to read, "compacted, consolidated."

4. In paragraph 12, p. 14, second line, delete the words "or cemented."

KING & KING

If the above revisions meet with your approval, we will incorporate them in the final draft of the petition, together with the additional information requested in our letter of May 16, 1967 and any further revisions your office may suggest.

We are also enclosing our statement in the amount of $2,955.71, consisting of $2,947.50 for professional services based on 65-1/2 hours through May 31, 1967, at $45.00 per hour, and $8.21 for itemized expenses.

Very truly yours,

Paul E. McNulty

PEM:ic
Enclosure

RECEIVED
JUN 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

MONTHLY STATEMENT

WASHINGTON 6, D. C. June 5, 1967

State of Oregon

State Highway Department, Salem, Oregon 97310

TO **KING & KING,** DR.

SUITE 400, THE FARRAGUT BUILDING, 900 - 17TH STREET, N.W.

	BILL RENDERED		
	TO PROFESSIONAL SERVICES re John Day River Bridge claim, as per itemization attached:		
	65-1/2 hours at $45.00 ----------		$2,947.50
	TO EXPENSES AS FOLLOWS:		
May 16, 1967	51 Xerox copies (3 copies of draft of petition)	$7.65	
May 16, 1975	Postage	.56	
			8.21
			$2,955.71

NOTE.—If any error is claimed in above, please notify us promptly. Prompt reimbursement of all expenditures made by us for account of clients is expected.

1967	Description	Hours
Jan. 13	Study Tudor report andperform legal research	1-1/4
Feb. 7	Study file and research legal authorities to determine advisability of litigation against U.S. Corps of Engineers in Court of Claims re failure of John Day Bridge	5
Feb. 10	Study two contracts of Highway Department with Corps of Engineers	1/2
Feb. 11	Analyze two contracts between State and Corps of Engineers to advise re reponsibility for Bridge failure.	2-3/4
Feb. 15	Analyze rights of State to reimbursement for failure of John Day bridge; study provisions of contract for this purpose.	1-1/2
Feb. 16	Conference with Mr. Cooper of State Highway Department.	1-1/2
Feb. 21	Conference with Messrs. Edwards and Merchant of State Highway Department.	6
Feb. 27	Study files.	4-1/2
Feb. 28	Reading files preparatory to writing opinion	4
March 1	Preparation of opinion	6-1/2
March 2	Preparation of opinion	2-1/2
March 15	Correspondence with State	2
April 11	Preparation of draft of petition	2
April 12	Preparation of draft of petition	2
May 9	Preparation of outline of areas to be covered by hydrologic study for letter to Mr. Cooper	2
May 10	Prepare draft of petition	7
May 11	Prepare draft of petition	3
May 12	Prepare draft of petition	4
May 16	Conference with Mr. Rhode; review draft of petition	1/2
May 31	Conference with Mr. McReary re hydrology study to be performed	7
	Total Hours--------	65-1/2

RECEIVED
JAN 26 1972
FOR FILING

Fred W. Hill, Member

ER-96(1)
6527

May 18, 1967

AIRMAIL

Mr. John W. Gaskins
King & King
Suite 400, Farragut Building
Washington, D. C. 20006

Dear Mr. Gaskins:

This is to follow up our telephone conversation today relative to an appointment with Mr. Ronald McReary in your office at 10 a.m., May 31.

Mr. McReary advises that this is satisfactory and unless we hear to the contrary, the above date and hour are confirmed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Mr. Ronald McReary
URSCA, Inc.
Post Office Box 4406
Portland, Oregon 97208

bc Forrest Cooper
Tom Edwards
Victor D. Wolfe
I. D. Merchant
C. H. Maison

REFERRED TO Edwards BY DEPUTY STATE HIGHWAY ENGINEER

5388

MAY 12 67

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY

HERMAN J. GALLOWAY
COUNSEL

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D.C.

TELEPHONE 296-5195
(AREA CODE 202)

May 9, 1967

Mr. Forrest Cooper
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

We have your letter of May 2, 1967 advising us of Mr. Ronald McReary's availability as a hydrologist to assist in the Court of Claims litigation. We have also received copies of his letters to the Oregon State Highway Department dated April 11 and 20, 1967.

Before Mr. McReary undertakes his hydrologic study, I believe that it would be desirable for him to spend a few hours with us in Washington, reviewing the nature of the questions that we believe will arise in relation to the hydrological aspects of the problem. In this way it may be possible to avoid the expenditure of effort on matters which are not likely to have an important bearing on the outcome of the case, and concentrate instead upon those that are certain to come up. However, we are setting forth in outline a number of the areas of inquiry that we feel should be covered by the study.

The Tudor Report criticizes the decision to raise the elevation of the bottom of the footings for Pier 3 as a violation of the Highway Department Standard Specifications which require that footings be at least 6 feet below permanent stream bed, and as also violating Corps of Engineers Design Memorandum No. 7 which stated that footings for main piers will be founded either on bedrock or on steel bearing piles driven to bedrock.

The Report's conclusion that the footings for Pier 3 were not 6 feet below permanent streambed is based upon a comparison between the bottom elevation of the footings and the lowest streambed elevation indicated by soundings taken in 1957 and shown on Corps of Engineers Drawing D-7. According to the Tudor Report, the 1957 soundings indicated a streambed elevation of approximately 145 at Pier 3. We do not know whether a copy of Corps of Engineers Drawing D-7 was ever made available to the State, but we would suggest that, if possible, a copy should be obtained for Mr. McReary.

The borings taken by the Corps of Engineers in 1958 showed a streambed elevation of 149.7 at Pier 3 (Boring PN 1119). The Tudor Report discounts this discrepancy of 5 feet in the streambed elevation as indicated in 1958 versus 1957 on the theory that it merely reflects the deposition of material by river action in the one year period between the 1957 soundings and the 1958 borings.

In addition, the Tudor Report states that soundings taken in 1962 indicated a streambed elevation of 153.5, presumably at Pier 3, but again concludes that the difference in streambed elevation between 1958 and 1962 was probably caused by runoff and deposition of material from the east bank.

The Tudor Report assumes that the elevation of the permanent streambed was approximately 145, i.e., that indicated by the 1957 soundings, and on the basis of this assumption the bottom of the footings for Pier 3 as constructed would not have been 6 feet below the permanent streambed.

An investigation should be made to develop information to contest the validity of the assumption in the Tudor Report that the elevation of the permanent streambed at Pier 3 was 145.

The Tudor Report states that it is understandable that the 1962 soundings, which showed the streambed to be at elevation 153.5, were the reference relied upon at the time the footings for Pier 3 were raised in elevation. However, the Report contends that the belief that the footings were below any danger from scour was unjustified. On this point, Mr. McReary's study should determine what information is available, or can be developed, as to the character of the materials between elevation 153.5 and the bottom of the footings for Pier 3 to support the belief at the time the footings were raised that scour would not pose a problem.

The Tudor Report concludes that the location and elevation of the Pier 3 footings left them extremely vulnerable to scour. We would want to know whether information can be developed to show that based on normal conditions this conclusion is unjustified, i.e., that absent the unprecedented flood in December 1964, scour would not have been a problem.

In this same regard, the Tudor Report makes reference to certain conditions encountered during construction, which the Report states provide

ample evidence that scour occurred around the downstream footing for Pier 3 during the construction period. On this question, we would want Mr. McReary to determine whether data could be developed to rebut the significance which the Tudor Report places upon such alleged scour during construction insofar as indicating unsound engineering or construction.

On the question of scour, we understand that at the time the bridge collapsed the river flow was approximately 34,000 cfs. We further understand that a flow of this character would have been sufficient to carry particles ranging in size from silts to rocks 6 to 7 inches in diameter, and that the river was carrying substantial quantities of such large size rocks, consisting principally of sharp talus. Mr. Edwards and Mr. Merchant indicated that a flow of 34,000 cfs.would have carried such rocks at a momentum of 8 to 10 miles per hour, and that at such momentum the abrasive character of the talus was such as to have scoured the river bottom and undermined the footing for Pier 3. It will be necessary to develop factual information, by investigation or tests, to support these propositions, particularly with reference to the increased potential for scour to occur as a consequence of the talus carried by the water.

I would still suggest that Mr. McReary meet with us in Washington to review the matter before undertaking his study. If you are in agreement with this suggestion, and would have Mr. McReary either call us or write to us regarding a mutually convenient time for such a meeting, we will see that it receives an early priority.

Sincerely,

John W. Gaskins

John W. Gaskins

JWG:ic

RECEIVED
MAY 12 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 18 1967
FOR FILING

Fred W. Hill, Member
Keltz
EF-76(1)
6-1

May 17, 1967

Mr. Ronald McReary, P.E.
URECA, Inc.
Post Office Box 4406
Portland, Oregon 97208

Dear Mr. McReary:

Attached is a copy of a letter from the law firm of King and King, Washington, D. C., concerning the John Day Bridge matter. Also attached for your information is a copy of a report by Tudor Engineering Company concerning this bridge.

As discussed with you by telephone on May 15, we would propose to retain your services in this initial phase on a per diem basis to cover the trip to Washington, D. C. We will also pay the necessary travel and subsistence expenses in addition to the per diem.

Will you please advise us as to your fee and as to the dates on which you will be available in order that we may make proper arrangements with King and King.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Attachments
cc Forrest Cooper
Tom Edwards
Victor D. Wolfe
I. D. Merchant
TE:ja ms

RECEIVED
JAN 26 1972
FOR FILE

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY
HERMAN J. GALLOWAY
COUNSEL

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D.C.

TELEPHONE 296-5195
(AREA CODE 202)

ER-96(1)
6537

May 16, 1967

Mr. Forrest Cooper
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

You will find enclosed two Xerox copies of a draft of the petition to be filed in the United States Court of Claims in connection with John Day River bridge claim.

The draft was reviewed with Mr. Rohde during his visit to our office today and a copy of the draft was furnished to him. Mr. Rohde has indicated that he will advise us as to any technical revisions to the pleadings that might be necessary to comply with the requirements of Oregon law. We would suggest you and other members of your staff, particularly Messrs. Edwards and Merchant, review the draft critically for accuracy of the factual allegations, and advise us of any changes or additions that you consider necessary.

You will note that in paragraphs 5, 6, 13 and 15 there appear blank spaces, requiring dates or other information, which we were unable to determine from the documents in our file. Accordingly, we would appreciate it if you would arrange to furnish us the appropriate data.

In paragraph 6 of the petition it is stated that the line and grade of the relocated highway was fixed by the Government. In our discussion with Messrs. Edwards and Merchant, we understood that the curvature of the bridge, and consequently the length of the spans, were dictated by the line and grade of the new roadway, but it was not clear that such line and grade might have been fixed by the Corps of Engineers. However, in preparing the draft

of the petition we noted that paragraph 2 of Appendix A of the specifications for the design contract stated that the Government would furnish the State with "surveys, alignment maps and cross-sections", which indicated to us that the Corps of Engineers selected and fixed the line and grade of the roadway, and thus dictated the conditions which made it necessary to locate Pier 3 in the middle of the river channel. Are we correct in our conclusions in this regard?

With respect to the collapse of the bridge, the petition makes no reference to the unprecedented nature of the flood and does not set forth any detailed explanation of the causes of the failure of Pier 3. For tactical reasons, which we outlined to Mr. Rohde, we feel that it is best at this point to merely assert that the failure was due to no fault or negligence on the part of the State, and await a statement by the Government in its answer to the petition as to what it contends caused the collapse of the bridge.

As soon as we receive your comments and the additional information requested above, we will proceed to complete the petition in final form for filing in the Court of Claims.

Very truly yours,

KING & KING

By Paul E. McNulty
Paul E. McNulty

PEM:jr

Enclosures

RECEIVED
MAY 17 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1972

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
JOHN A. McWHORTER
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WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D. C.

TELEPHONE 296-5195
(AREA CODE 202)

EK-76(1)
6537

May 8, 1967

Mr. Forrest Cooper
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

Your letter of May 4, 1967 advising us of the approval of our employment, and of the issuance of necessary authority to commence suit, has been received.

We will complete the preparation of the petition, and in advance of printing, we will send a copy of the same to Mr. George Rohde for whatever revisions he may believe will be necessary in order to comply with the laws of the State, and we will also send a copy to you for criticism as to matters of fact. The draft, when completed, will embody the latest cost figures submitted to us.

Sincerely,

John W. Gaskins

JWG:ic

John W. Gaskins

copy to: Commission
Porter
Edwards
Rohde
Merchant

RECEIVED
MAY 11 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

E

RECEIVED
JAN 26 1972
FOR FILING
SA-96 (1)
4521
Fred W. Hill, Member
Helix

cc Commissioners

R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant / att.
George Rohde / att.
Maison 4-21-69
(Legal) jw

May 4, 1967

AIRMAIL
King and King
Attorneys at Law
500 17th Street, N. W.
Washington, D. C. 20006

Attention: Mr. John W. Gaskins

Gentlemen:

Since my last letter to you, the necessary approval of the Attorney General and the Governor of the State of Oregon has been obtained, in accordance with ORS 180.230, to employ your firm as special Assistant Attorney General to represent the State of Oregon before the U. S. Court of Claims to recover the cost of repairs to the John Day River Bridge as mentioned in our past correspondence.

The Highway Commission has informally approved the commencement of the suit and has authorized me to notify you to proceed with the preparation of the appropriate petition or complaint. Compensation will be paid for services on the hourly rate, together with reimbursement of expenses, as proposed in your letters of March 2 and 15, 1967, upon submission of itemized statements. It is requested that such statements be submitted monthly.

I am attaching a statement of the amounts which we feel should be recovered.

Our Chief Counsel, George Rohde, will advise you as to the technical aspects of the pleadings insofar as the State is concerned and you should consult with him on all such matters. His office will be available to assist in any manner necessary in preparation and prosecution of this case. Mr. Rohde's address is: 104 State Highway Building, Salem, Oregon 97310; telephone: AC503, 364-2171, Ext. 320.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attach.

Statement of Cost - John Day River
Bridge Reconstruction
Contract 6537
Fed. Aid Proj. No. Oregon BR-96(1)
Cost Prefix 611-1066

Contract Construction		$ 823,663.09
See Contract Payment Voucher, Price Agreement 1 & 2, Orders for Extra Work 1 & 2 and Time Extn. Recommend - all attached.		
Construction Engineering		47,027.33
Misc. Other		
Deck Repairs (Order for State Force Work #1)		3,104.30
Temp. Signs (Order for State Force Work #2)		592.63
Scrap Steel Sold		4,103.01 Cr.
	Total Contract	$870,284.34
Detour by State Forces -See Letter(4-3-67 DDA) & Statement		265,925.10
	Total	$1,136,209.44

RECEIVED
MAY 4 - 1967
FOR FILING

Ek 7(c)(1)
6537

May 4, 1967

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

A second post-final payment for $15,375 will be made to General Construction Company, on Contract No. 6537 for reconstruction of the John Day River Bridge on the Columbia River Highway in Gilliam and Sherman Counties, as soon as the warrant is prepared.

The total amount paid on this contract will be $823,663.09, including the post-final payment. Of the total $87,288.29 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

ge

cc: General Construction Company
P. O. Box 3845
Seattle, Washington

C. A. Tomassens & Sons
ICO Building
Portland, Oregon

C. H. Maison
Attn: John Herr

RECEIVED
JAN 26 1972
FOR FILING

ER-96(1)

Fred W. Hill, Member
Helix 6-27

May 2, 1967

AIRMAIL

King and King
Attorneys at Law
Suite 400, Farragut Building
Washington, D. C. 20006

Attention: Mr. John W. Gaskins

Gentlemen:

When Mr. Tom Edwards and Mr. Ivan Merchant were in your office, you indicated the need for a competent hydrologist.

We have located a man who we believe is competent and is a good, experienced witness. Enclosed is a copy of his letter and ask for an outline of the data which you may wish in order that we may make a firm commitment with him for the work.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
G. E. Rohde

TE:ja jw

Copy to Marion
7-10-67

April 28, 1967

Mr. Ronald McNeary, P.E.
URECA, Inc.
P. O. Box 4406
Portland, Oregon 97208

Dear Mr. McNeary:

We are asking the firm of Washington attornies handling the John Day Bridge case to outline the full extent of the study and services which they will require. We will advise you as quickly as the information is available to us.

We would advise you at this time that it appears we will be desirous of engaging your services. As quickly as the attornies give definite instructions, we will call you and arrange for a firm agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Marchant (enc.)

Copy to Maiava
7-10-67

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

RONALD McREARY, P.E.

2061 N.W. HOYT STREET
P. O. BOX 4406
PORTLAND, OREGON 97208

April 20, 1967

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

Re: John Day River Bridge
Hydrologic Study Proposal

Gentlemen:

In our proposal of April 11, 1967, we estimated the cost of a hydrologic study for the above project based somewhat on the use of reference material known to be authentic and current. We have since made a cursory search for published information which would reduce the extent of original work required by our staff. We are pleased to report that we have located hydrologic data on the John Day Basin which will reduce the cost of the proposed hydrologic study by at least $2,500.00.

We realize that the estimated cost of the completed study represents a substantial outlay, and you may wish to authorize stage studies. The first stage would be a preliminary report that would indicate our initial findings, and would cost approximately $1,500.00. After review of this report with you, it will be much easier to accurately predict the extent and cost of the final stage study.

Thank you for the opportunity of submitting this proposal. We would be pleased to assist you in this matter.

Very truly yours,

URECA, INC.

Ronald McReary

Ronald McReary, P.E.

RM:ref

Copy to Maisen
7-10-67

URECA INC.

UNIVERSAL RESEARCH - ENGINEERING CONSULTANTS & ASSOCIATES

Professional Engineers • Consultants • Appraisers

RONALD McREARY, P.E.

2061 N.W. HOYT STREET
P. O. BOX 4406
PORTLAND, OREGON 97208

April 11, 1967

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Tom Edwards
Assistant State Highway Engineer

Re: John Day River Bridge
Hydrologic Study Proposal

Gentlemen:

We are pleased to comply with your request that we submit a proposal for your consideration. This proposal is to include preparation of a hydrologic study on the John Day River Basin with particular reference to the December 1964 flood. We further understand that you wish to receive a report covering this study, and this report, together with our expert testimony is to be required to assist in matters of litigation, in Washington, D.C., between the State of Oregon and the U. S. Government concerning the damages to the John Day River Bridge in December 1964.

We have conducted similar studies on other stream basins in Oregon, and have performed river hydraulics studies on the Willamette and Columbia Rivers for other government agencies. Our experience enables us to know the necessary evaluations of published data in order to develop supportable conclusions. Knowledge of the physical characteristics of the basin, such as ground cover and permeability of surface soils, slope of the river and its tributaries, steepness of slopes of the watershed, shape of the basin and its relationship to major storms, and natural underground and surface storage characteristics, is essential for this evaluation.

To avoid the assertion of prejudicial foundation for our conclusions, we always search published reports and data, obtain information from eye witnesses to major floods, and facts from disinterested sources.

Determination of the engineering time to do the required work is difficult, since we are concerned with the elements of nature, However, we recognize your need for an estimate of the cost of the study. In light of past experience, we estimate that the quality of study necessary for presentation in The U. S. Court of Claims, will cost approximately ten thousand dollars ($10,000.00).

Superseded by letter 9/12/67

Copy to Maison 9-10-67

The basis for our charges for consulting engineering services are in accordance with those established by our national professional organizations. They are as follows:

Professional Engineer	$160.00 per day
Engineering Aide (E.I.T.)	$120.00 per day
Engineering Technician	$100.00 per day

Out of pocket expense for project materials and supplies, travel expenses at cost plus 15%

Automobile mileage at $0.125 per mile

It is our practice to request advance payment of 20% of the estimated cost of the work, in order to insure priority in our schedule.

Upon receipt of this amount, with your authorization to proceed, we shall diligently commence working for you on this study.

Very truly yours,

URECA, INC.,

Ronald McReary

Ronald McReary, P.E.

RM:ref

RECEIVED
APR 1 1967
OFFICE OF
STATE HIGHWAY ENGINEER

CH2M

CORNELL, HOWLAND, HAYES & MERRYFIELD

ENGINEERS AND PLANNERS

1600 WESTERN AVENUE • CORVALLIS, OREGON 97330
TELEPHONE: AREA CODE 503/752-4271
OTHER OFFICES IN: SEATTLE • BOISE • PORTLAND

14 April 1967

Record No. A01

Mr. Tom Edwards
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Tom:

This is in reply to your inquiry concerning the availability in our organization of an engineer specializing in Hydrology. We understand this man is needed as an expert witness in regard to a bridge foundation problem.

We do not feel that at the present time we have a man available with the proper qualifications to undertake this assignment.

We greatly appreciate your considering us for the work and sincerely hope that you will call on us in the future. Our men act as expert witnesses in a number of fields.

Very truly yours,

CORNELL, HOWLAND, HAYES & MERRYFIELD

James C. Howland

JCH/kc

NOTED
TOM EDWARDS

RECEIVED
APR 17 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Hydrologist

Recommeded by Glenn Holcomb :

1. Chuck Behlke

a) Presently Director of Water Resources, University of Alaska, College, Alaska.

b) Formerly Head of Hydraulics Dept., Oregon State College

c) Graduate of Washington State Univ.

d) PHD from Stanford Univ.

e) Testified in flood damage cases on the McKenzie

f) Highly recommended by Glen Holcomb.

g) Holcomb believes Behlke was in Oregon at time of '64 flood. He assures me Behlke is well aquainted with the flood & results of same.

2. Les Clayton

a) Presently V. Pres. Boyle Engineering Co., Ventura, Calif.
(Consulting firm specializing in hydraulics, hydrology, etc.)

b). Formerly professor Hydraulic Engring, Oregon State College.

c) Glen Holcomb's second choice.

Hydrologist

Recommended by Bill Hill:

1. Oliver Johnson
   a) Presently with Water Resources Bd, State of Oregon
   b) Retired from Corps of Engrs two years ago.
   c) Member of Columbia Basin Interagency ~~Committee~~ Committee from its inception.
   d) Member ASCE Harbors & Waterways Technical Section.

Hydrologist

Recommended by Chris Wheeler:

~~None as of 3/25/87~~

1. Lou Stanley 2895 Silverton Rd., Salem, Ore.
   a) Former State Engr. (Ore.) now retired doing consulting work.
   b) Ex-Corps of Engrs. employee
   c) Ex-Tudor Engrs. employee
   e) Expert witness in case invdving watersupply & yeild in Texas

2. Ron McReary, Pres of URECA consulting engrs, Portland, Ore.
   a) Masters in Hydrology from OSC. (BS, civil, OSC '48)
   b) URECA does a lot of trial work (Professional witnesses)
   c) Expert witness in case of contractor for highway br. vs. contractor for R.R. br. over deschutes R. (R.R. br. contractor pushed fill out into river & flooded out part of work area for hwy. br. contractor.)

3. Joe Patton or Bill O'Leary of ~~Clair~~ Clarr A. Hill & Associates of Redding, Calif. (P.O. Box 2088).
   a) Expert witness in flood damage suits on Eel river in California.
   b) Consulting engrs. in water supply & yeild for irrigation projects.

Note: Clarr A. Hill & Associates was also recommended by Ray Archibald

Hydrologist

Recommended by I.D. Merchant:

1. W.J. (Bill) Dorner
   a) Consulting Engineer (Civil) 429 S.W. 4th Ave, Portland
      Connected with Caufield & Caufield, but has own firm.
   b) Graduate from Oregon State College BS
   c) Has done water supply & sewerage work for various agencies.
   d) Information sketchy - should call direct if more info desired.

Hydrologist

Recommended by Fred Merrifield &

1. Bill Waters

a) V.P. & Gen. Proj. Mgr. (Civil engr. field) CH_2M

b) With CH_2M since graduating from OSU in 1951 (B.S.)

c) Graduate study in Hydrology 1956

d) Earth embankment course at MIT 1958

e) No advanced degree

f) Testified in case of UPRR vs. private individuals on Bancroft river flood damage in Idaho

g) Testified in case of Hilton Hotel vs contractor (delays to construction caused by excavation problems)

h) Made analysis of flood damage on Upper McKenzie R, flood damage on ten miles R.R. grade near the Dalles, flood damage on Hughie Cr. near Tillamook (for Fairview Water Dist.)

i) Some investigation work on Smith R. Dam project for Eugene Water & Electric Board.

Hydrologist

Recommended by Raymond Archibald:

1. Mr. Hal Harned of Clarr A. Hill & Associates of Redding, Calif. (P.O. Box 2088)
   a) Soils borings man (foundations man). This man is an engr., not driller. His work is ~~sysm~~ similar to that of Bill Hill of our Br. Div.
   b) Has written bulletins on the nature of soils as well as drilling equipment.
   c) Formerly with California Highway Dept.
   d) Formerly with BPR ← Head of section dealing w/ foundation investigation in Washington D. C.
   e) Member ASTM task force to rewrite Std. on soil surveys

Clarr A. Hill & Associates was also recommended by Chris Wheeler.

RECEIVED
JUN 6 - 1967
FOR FILING
ER-46(1)
6537

3h-13

May 1, 1967

General Construction Company
P.O. Box 3045
Seattle, Washington

Gentlemen:

Our letter of April 27 stated that the Commission had approved a 79-day extension of time on Unit 2 of Contract 6537 for work on the John Day River Bridge on the Columbia River Highway.

The Commission also approved a 72-day extension of time on the date specified for opening to traffic (Unit 1).

Very truly yours,

Floyd Cuery, Secretary
OREGON STATE HIGHWAY COMMISSION

Fq:fm
cc J.F. Putnam
Glen Abernathy
L.H. Young
I.D. Marchant
C.H. Nelson
Federal Hwy. Administration

3H-13

April 27, 1967

General Construction Co.
P. O. Box 3245
Seattle, Washington

Gentlemen:

The State Highway Commission at its meeting on April 25, 1967, considered your request for an extension of time on Contract No. 6537 on the John Day River Bridge on the Columbia River Highway in Gilliam and Sherman Counties.

After considering the recommendation of the Engineer and other available information, the Commission approved a 79-day extension of time on Unit 2 during a period of unsuitable painting weather.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc J. F. Putnam
Glen Abernathy
L. H. Young
I. D. Merchant
C. H. Maison
Federal Hwy. Administration

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6537 **Contractor** General Construction Company

Highway Columbia River

Section John Day River Bridge

Kind of Work Bridge Construction

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED or GRANTED. The reasons for such recommendation are as follows: Unit No. 1 - Contractor charged with 184 days excess time. He is entitled to 72 day extension without assessment of liquidated damages account non-availability of structural steel plate and extra work added. Assess liquidated damages for remaining time consumed (112 days @ $150.00). Unit No. 2 - Contractor charged with 145 days excess time. He is entitled to 79 days extension without assessment of liquidated damages account weather unsuitable for painting. Assess liquidated damages for remaining time consumed. (66 days @ $30).

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

EP-0336-794

Contract No. 6537

Project designation ER-96(1) State-Federal

Date awarded January 27, 1965

Work started February 11, 1965

Per cent completed Unit 1-100%-2/1/66 Unit 2-100%-6/24/66

Specified Completion Unit Date 1- 8/1/65

No. of Workdays Allowed Unit 2- 10/15/65

No. of Workdays Used

No. of Added Workdays Requested

E-220 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date April 17, 19 67

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from * ..... days to ..... days, within which to complete our Contract No. 6537, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: * Unit 1 (open to traffic) from specified date of August 1, 1965, to February 1, 1966, account non-availability of structural steel and: Unit 2 (all work) from specified date of October 15, 1965, to April 15, 1966, account weather unsuitable for painting, per our letter of March 22, 1966.

Respectfully submitted,

GENERAL CONSTRUCTION COMPANY
Contractor

By H. A. Dick, Jr., Vice President

CONSENT OF SURETY

Date April 17, 19 67

We, FEDERAL INSURANCE COMPANY

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact John B. Tomassene

C. A. Tomassene & Sons (SEAL)

Resident Agent John B. Tomassene

John Day R. Br. Reconstruction

Ellison

2/24/67

Contract 6537

Final Settlement:

Deductions from contract payments:

184 days @ $150.00	$ 27,600.00
145 days @ $ 30.00	4,350.00
Deck repairs	5,370.00
Total deductions	$ 37,320.00

Reimbursement per agreed settlement:

Pier 4 force acct. work	3 days	(see letter Edwards to Dick 10/11/66)
Pier 4 force acct. work	1 day	(see letter Edwards to Dick 1/3/67)
Delay in furnishing steel	56 day	(see letter Edwards to Dick 10/11/66)
Credit for Feb. 1, '66 (opening day)	1 day	(Agreement between Ellison & King 12/2/66)
Revision in opening to traffic (Agreed structure ready 1/20/66 although actual opening 2/1/66)	11 day	(Agreement between Ellison & King 12/2/66)
Total	72 day @ $ 150.00	$ 10,800.00
Shutdown for weather	79 day	(see letter Edwards to Dick 10/11/66)
Total	79 day @ $ 30.00	$ 2,370.00

Deck repairs:

Deduct original estimate	$ 5,370.00
Add actual cost	2,976.05
Add penalty for poor concrete 2½ cu. yd. @ $ 75.58	198.95
Difference	$ 2,205.00
Total	2,205.00
Total reimbursements	$ 15,375.00

B

ER-96(1) John Day River Br. Repair 1966
Columbia River Hwy.
#6537 Folder #2

Correspondence re detour &

removal of same. SEE:

MAINTENANCE
Drainage
ER-96(2) - Special

CAP 2435

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APR 27 1967
FOR FILING

ATTACHED SHEET

John Day River Bridge
Project No. ER-96(1)

Molded concrete cylinders representing the deck of span 5 did not possess the required strength. These test specimens were cured in the early stages adjacent to the structure rather than under the standard conditions of temperature and humidity. The low strengths indicate a slow curing rate due to cold weather or damage by surface freezing. A series of cores were taken from the deck to determine the extent of cold weather damage. The top surface was cut from two of the cores and the strength tested to be 4055 and 6430 p.s.i. A third core was tested without removing the damaged top with a resulting strength of 2900 p.s.i. From these tests and from subsequent swiss hammer tests, the concrete in the deck of span 5 was determined to be of adequate strength but to have an unsatisfactory surface. A penalty was applied to the contractor in an amount calculated to equal the cost of surface repair with an epoxy compound.

An inspection of the deck on span 4 indicated an area which appeared to be composed of poor quality concrete. By means of tests on a series of cores and swiss hammer tests, the area of inferior concrete was isolated and estimated to contain five cubic yards. A penalty was assessed the contractor in an amount equal to half the cost of five yards of concrete. The cracks were filled and the surface repaired with epoxy under the direction of the State Highway Maintenance Department.

I hope the above exception will satisfy this time for Materials Certification on John Day Bridge.

OOW

RECEIVED
APR 26 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

RECEIVED
APR 24 1967
FOR FILING
FK 96(1)
6537

April 21, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 13
April 25 meeting

Gentlemen:

Reconstruction of the John Day Bridge on I-80N in Gilliam and Sherman Counties was advertised and contracted on an exceedingly close construction schedule. The contractor (General Construction Company, Contract No. 6537) proceeded as best he could, but was delayed by two items.

The bridge design required the use of special high-tensile steels, which are available only on special order. The contractor subbed the steel work to the Bethlehem Steel Company, which had commitments from the steel suppliers that the special material would be in its fabricating plant within a reasonable time. Such was not the case, the material being delivered some 59 days later than anticipated. This delay in turn forced the completion of the bridge deck into bad weather. As a result of poor concrete curing weather, the bridge opening was delayed possibly two weeks longer than necessary.

We believe that the contractor is entitled to a 72-day time extension of the date specified for opening to traffic. The Federal Highway Administration will participate in only 59 days of this time extension, leaving a total of 13 days nonparticipating for an amount of $1,950. There were other delays, chargeable to the contractor totaling 112 days for which he will be assessed liquidated damages at the rate of $150 per day, or $15,600.

The second unit of work consisted of the painting. Again, the delay in steel production brought the completion stage into a time when painting was not advisable. Neither the traveling public nor the State suffered any costs during the 79-day period of unsuitable painting weather.

We recommend that the contractor be given a 79-day extension on Unit 2 and that he be assessed liquidated damages for the remaining time (66 days) at the specified rate of $30 per day, or $1,980. The Federal Highway Administration will not participate in the extension on Unit No. 2, this leaving a total of 79 days which are nonparticipating in the amount of $2370.

This matter will be on the agenda for your consideration at the April 25 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison
J. F. Putnam

TE:ja jw

FORM E-30 50M 10-65

ER-96(1)

6537

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 12, 1967

To:

L. H. Young
Office Engineering
Office

SUBJECT: Materials Certification
John Day Bridge Project
Contract 6537
F. A. No. ER-96(1)

REF: Our Telephone Conversation
April 11, 1967

I have reviewed all the data in our files concerning the deck of span 4 and find no test results which would warrant the oral citation indicated in referenced telephone conversation.

There were three sets of cylinders made which represent the concrete in span 4 deck. The data concerning these specimens is as follows:

Set No.	Age Broken	P.S.I.	Curing Condition
C20916A	28 Days	5600	Standard Cure
C20916B	28 Days	5555	Standard Cure
C20916C	28 Days	5645	Standard Cure
C20916I	7 Days	2065	Field Cured With Deck. 7 Days. Air Temp Low.
C20917A	15 Days	2740	Field Cured With Deck. 15 Days. Air Temp - 16°
C20918A	28 Days	3815	Field Cured With Deck. 28 Days. Air Temp + 60°

All standard cured cylinders tested well above the 28 day design. The field cured specimens show a good curve of strengths at 7, 15, and 28 days with the 28 day strength above the design.

The Division Certification mentions only the concrete in deck span 5, as noted in the exception for surface Certification. There are no comments on Inspection Reports or any other data which would lead one to question the quality of any concrete that went into the deck of span 4.

On the basis of the Division Certification, and the lack of reports in our files, the Materials Certification was made February 14, 1967. Contact with the Bridge Department, April 12, revealed that a penalty was proposed for one load of substandard concrete placed on span 4 as well as an altered or additional penalty for the poor surface of span 5. The basis for determining the concrete as substandard or its value in place is not indicated.

When these deficiencies, and the action taken, are documented, either by Division or the Bridge Department, a revised Materials Certification will be made.

C. A. WHITE
Engineer of Materials & Research

CAW:zf

cc: Bridge
J. Putnam
L. Shaw

NOTED
LLOYD P. SHAW

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APR 17 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 14, 1967

A. W. Parsons
Division Engineer
Bureau of Public Roads
Salem, Oregon

COPY

Dear Sir:

John Day River Bridge
Project No. ER-96(1)

This is to certify that:

1. All of the materials used on the above project substantially met pertinent specification requirements of the contract. All of the materials, except those listed on the attached sheet, were properly covered by samples and accepted by the Oregon State Highway Materials Division on the basis of tests made by the Central Laboratory, Field Job Control Tests, and Certified Test Results.

2. The results of tests on record samples indicate that: (a) the materials and construction work represented by the samples substantially conformed to plans and specifications, and (b) such results are reasonably representative of the materials sampled and incorporated in the work as shown by the results of job control sampling and testing.

Laboratory Test Reports, Division Certifications of Field Job Control Tests and Inspection, and Certified Test Results covering tests and inspections on this project are on file by project number in the Materials Laboratory at Salem, Oregon.

Very truly yours,

C. A. WHITE
Engineer of Materials & Research

CAW:zf

C O P Y

ATTACHED SHEET

John Day River Bridge
Project No. ER-96(1)

The cylinders and cores representing the concrete used in span 5 deck did not meet the required compressive strength.

The Bridge Division, from cores and swiss hammer tests, have indicated the concrete is structurally adequate but does not meet surfacing requirements. The State proposes to withhold a sum of $5,370.00 to cover the cost of deck repairs by State Forces when it becomes necessary.

NOTED
LLOYD P. SHAW

RECEIVED
AUG 17 1937
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 13 1967
FOR FILING
ER-91.6(1)
6337
Fred W. Hill, Member
Hall

April 12, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed June 26, 1966, on Contract No. 6537. The contract was with General Construction Company and was for reconstruction of the John Day River Bridge on the Columbia River Highway in Gilliam and Sherman Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 12, 1967 and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
R. L. Porter
F. S. Klaboe
Tom Edwards
Victor D. Wolfe
Ivan Merchant
C. H. Maison
J. F. Putnam
A. F. Parson

bg jw

(Void - accepted by commission 12-19-66) bg

Form CD-121
(11-63)
(Prev. by
A.O. 204-10)

UNITED STATES GOVERNMENT

Memorandum

Edwards

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
~~U.S. DEPARTMENT OF COMMERCE~~
~~BUREAU OF PUBLIC ROADS~~
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 6, 1967

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project ER-96(1)
John Day River Bridge Reconstruction

In accordance with my discussion with Mr. Edwards on March 31, a final inspection of the John Day River Bridge has now been made.

We attach hereto one copy of our final construction inspection report. Upon completion of your submission of necessary documents, we will prepare a final report accepting the project subject to the conditions outlined in the attached inspection report.

Attachment

NOTED
F. B. KLABOE

W Gurney
4-11-67

NOTED
TOM EDWARDS

RECEIVED
APR 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Mbrechard
4-10-67

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM PR-33 (REV. 3-65)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

cc: OSED(Klabee)
OSED(Edwards)
Region
Wash DC
Crafe, Area Engr

FINAL

INTERIM CONSTRUCTION INSPECTION REPORT

(PPM 20-6.1)

Copper w/4-6-67 memo from Parsons

ref

REGION NO.	REPORT NO.	COUNTY	STATE
8	12	Gilliam	Oregon

DATE OF INSPECTION	INSPECTION MADE BY	PROJECT NO.
4-4-67	R. H. Takerud, Div Br Engr	[redacted]-96(1)

IN COMPANY WITH
I. Merchant, State Br Engr

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
See Remarks	Unsatisfactory	100+ %	100 %

REMARKS (1) COMPLETED WORK; (2) WORK IN PROGRESS; (3) COMMENTS AND RECOMMENDATIONS

JOHN DAY RIVER BRIDGE RECONSTRUCTION
COLUMBIA RIVER HIGHWAY

1. COMPLETED WORK:

All work on the project has been completed in substantial conformance with the plans and specifications except for a small area of substandard deck slab in Span No. 4 as discussed below.

3. COMMENTS AND RECOMMENDATIONS:

The previous inspection report (contact) dated 11-23-66 described in Paragraph 3(a) the circumstances and conditions of a small area of substandard deck slab. The recommendation therein that final acceptance of the project be deferred for 2 years in order to observe and judge the adequacy of the repair work done by the State has been reviewed. Following a request from the State Highway Department, we have agreed to make the final inspection at this time with acceptance of the project based on nonparticipation in the small area of substandard slab. It has been also agreed that if this area of slab requires replacement in the future, Federal funds will not participate in the cost of such work.

The inspection on this date included a close observation of the underside of the deck area in question. The slab appears to be in good condition as repaired and adequate to carry traffic at this time. It is therefore recommended that the project be accepted subject to the above-noted conditions. While the quantity of substandard concrete appears to be only 5 CY (one truck load), it was agreed by Mr. Merchant and the writer that

(more)

EDITION OF 5-60 MAY BE USED

nonparticipation be based on a larger squared up area having a total value of $800. This represents the cost of both the concrete and reinforcing steel in the affected area. Cost of repair work on the deck slab performed to date by State forces will also be nonparticipating.

Acceptance of the project will be with the understanding that no Federal-aid payments can be made until a determination has been made and agreement reached on fiscal responsibility for the reconstruction.

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APR 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 26 1972
FOR FILING

ER-96(1)
6537

April 7, 1967

AIRMAIL

King and King
Attorneys at Law
Suite 400, Farragut Building
900 - 17th Street, N. W.
Washington, D. C. 20006

Attention: Mr. John W. Gaskins

Gentlemen:

On March 9, we advised you concerning the replacement costs of the John Day River Bridge. The detour costs were estimated.

We are now prepared to firm up these figures as follows:

Replacement cost of the bridge	$ 870,284.34
Cost of detours	265,925.10
Total cost.	$1,136,209.44

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
E. S. Hunter
G. E. Rohde
Ivan Merchant

RECEIVED
JAN 26 1972
FOR FILING

ER-7(1)
6-7

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1967

SUBJECT: Maintenance Costs
John Day Detours

To:
Ivan Merchant
Bridge Engineer
B U I L D I N G

Attached is a breakdown of costs incurred by the state maintenance crews during the construction and removal operations of the two detours around the John Day River bridge.

During the detour construction and removal operations it was necessary to supplement maintenance equipment with outside contractor's equipment. Payments made to these contractors and equipment owners have been itemized showing the date and amount paid in each instance.

The itemized breakdown of work performed by the state maintenance crews includes only those charges that are documented by the weekly time reports submitted by the maintenance foremen. A copy of this itemized breakdown is not attached, but is on file in the Maintenance Engineer's office and the District Maintenance Superintendent's office in The Dalles.

E. S. Hunter
Maintenance Engineer

By Dale D. Allen

Dale D. Allen
Maintenance Office Engineer

DDA:hl

cc: J. F. Putnam
R. P. Hamilton

SUMMARY OF COSTS - JOHN DAY DETOUR

First Detour		**Force Acct. Statement**			
Peter Keiwit Son's Co.		3-8-65		$73,413.71	
		1-29-65		21,994.98	
		2-2-65		1,715.97	$ 97,124.66
Second Detour					
R. A. Heintz Construction Co.		3-9-65		69,729.56	
		3-30-65		19,902.54	89,632.10
Misc. Contractors					
Interstate Paving		3-22-65	$1,929.88		
		3-22-65	7,426.14		
		2-1-65	6,957.37	16,313.39	
D. R. Montgomery		1-13-65		662.69	
Vinnell-McNammara-Mannix-Fuller		2-4-65		4,186.35	
J. C. Denton & Sons, Inc.		1-18-65		2,284.19	
Underwater Sports, Inc. (foundation invest)	FPO H-282715	2-26-65		123.84	
McWaters Construction Co. (guard rail)	FPO H-300699	3-4-65		3,909.38	
	FPO H-300700	3-4-65		1,414.63	28,894.47
Remove Second Detour					
Vernie Jarl		5-11-66		12,701.70	12,701.70
State Maintenance Force Work on Detours 2-1-65 to 2-1-66					
	Labor			12,675.86	
	Equipment			5,087.00	
	Materials			5,997.95	
	Overhead and Supervision			2,376.08	26,136.89
Electrical and Sign Maintenance Crew Costs				1,882.29	
				633.89	
				2,257.19	
				5,777.00	
				884.91	11,435.28
				Total	$265,925.10
					870.784.34
					1,136,709.44

DDA;dkw
3-31-67

RECEIVED
MAR 1 1967
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
Waldo
DAVID B. SIMPSON, MEMBER
PORTLAND
FILING
FP 9-2(1)
6537

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 29, 1967

Honorable Robert Y. Thornton
Attorney General
Supreme Court Building
Salem, Oregon

Dear Mr. Thornton:

In reply to your letter of March 9th please find enclosed herewith a copy of a proposed reply to Representative Skelton.

I believe the reply is self explanatory particularly in view of my additional letter to you setting forth my request to retain the firm of King & King to proceed with the claim against the U. S. Government.

Please find enclosed Representative Skelton's letter to you and if I can be of any further assistance or furnish additional information please advise.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:hg
cc - Forrest Cooper
R. L. Porter

Enclosures

RECEIVED
MAR 30 1967
OFFICE OF
STATE HIGHWAY ENGINEER

DRAFT
AMJ:gw:bg
3/29/67

Rep. Keith D. Skelton
House of Representatives
Salem, Oregon

Re: John Day River Bridge collapse
December 22, 1964

Dear Representative Skelton:

In reply to your letter of March 8, 1967, the information available to me does not indicate that the institution of any litigation, on behalf of the State, against any individual officers or employees of the State Highway Department by reason of the indicated event would be appropriate at this time or that even any cause of action exists.

At the present time, an action is pending in the U. S. District Court for Oregon (Dickson v. United States, et al, Civil No. 66-596) to recover damages for the death of an individual who was on the span at the time of its collapse. In addition to the United States, the defendants in that case are the contractors which constructed the bridge, the members and a number of past and present officers and employees of the State Highway Commission. This action is being defended on behalf of the State personnel by private attorneys retained by the employee's comprehensive liability insurer under a policy carried by the highway commission pursuant to ORS 243.110.

There is also a dispute, which may eventually ripen into litigation, between the State and the Corps of Engineers, as to whether the United States is obligated, under certain federal-state agreements, to reimburse the State for the cost of reconstructing the span.

I believe that in view of these two presently subsisting disputes, it would be inappropriate for the State to attempt in any manner to

claim damages from some one or more of its own officers or employees, based upon a claim of his or their negligence.

Further, the information available to me, including the publicity mentioned in your letter, suggests that any "fault" involved in this tragic event, was in the realm of possible errors in professional judgment, within the lawful exercise of discretion by the persons involved, rather than any negligence on such breach of duty to the State as might give rise to a right of action by the State against its officers and employees.

Regarding your question as to insurance policies and performance bonds, the liability policy involved in the Dickson case, mentioned above, excludes any liability for damage to property of the State. The State Highway Engineer's statutory bond, required by ORS 366.150, is in the amount of $200,000. In addition a "Public Employees Blanket Bond" in the amount of $50,000, covers all employees of the State Highway Department. In order to establish any liability under either of these bonds, it would be necessary to show that the Highway Engineer failed to "faithfully execute and perform the duties of his office according to law then in effect," or that some other Highway Department employee failed "to perform faithfully his duties." While this duty of faithful performance is no doubt broader than the mere duty of honesty with respect to public funds, and the like, I do not believe it includes a duty to be infallible in the exercise by engineers of their professional judgment and discretion. See White v. Polley, 119 Or. 97, 247 P. 316 (1926); Anno., 25 ALR 2d 1085.

In conclusion, I am presently aware of no sound basis for the State to seek redress against any public officers or employees, or their

insurers or bondsmen, by reason of the collapse of the John Day River Bridge span on December 22, 1964.

Very truly yours,

Robert Y. Thornton

ROBERT Y. THORNTON
ATTORNEY GENERAL

E. G. FOXLEY
DEPUTY ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM 97310

March 9, 1967

Mr. George Rohde
Chief Counsel
State Highway Department
Legal Division
State Highway Building

Dear George:

There is enclosed a communication received from Representative Keith D. Skelton, dated March 8, 1967, relative to the "incident regarding the collapse of the bridge over the John Day River." Question arises as to liability.

It would be appreciated if you would review the matter and prepare a form of reply for my signature, returning the enclosure therewith.

Very sincerely yours,

Robert Y. Thornton
Attorney General

RYT r
Enclosure

HOME ADDRESS
KEITH D. SKELTON
P. O. Box 5285
EUGENE, OREGON 97401
RES. 343-9302
BUS. 345-7411

STATE OF OREGON
HOUSE OF REPRESENTATIVES
SALEM

COMMITTEES
CHAIRMAN: SPECIAL COMMITTEE ON CONSTITUTIONAL REVISION
MEMBER: JUDICIARY
LABOR AND MANAGEMENT
FINANCIAL AFFAIRS

March 8, 1967

MAR 9 - 1967
ATTORNEY GENERAL
SALEM OREGON

The Honorable Robert Y. Thornton
Attorney General for the State of Oregon

Dear Mr. Thornton:

You will recall the incident regarding the collapse of the bridge over the John Day River.

Subsequent publicity on this matter has indicated that there has apparently been an assessment of fault insofar as the State Highway Department is concerned.

This letter is to raise the question of whether or not your department has ever considered the issue of whether or not any officials of the State Highway Department or any employees of the State Highway Department were individually and personally liable and whether we should consider the question of whether they should be held responsible in damages to the State of Oregon as a result of their negligence.

In addition, we are informed that the State of Oregon, in certain instances, carries policies of insurance and performance bonds on certain officials of the State of Oregon and I wonder if any claim should be contemplated regarding insurance policies or performance bonds.

I wonder if you would investigate this matter and let me know whether or not any such action is anticipated. If there could be any recoupment by the State of Oregon from insurance policies or performance bonds presently in force covering officers of the State who may have been negligent in their duties, it seems to me that we should investigate the possibility of proceeding to make such recovery.

Very truly yours,

Keith D. Skelton

KDS:ka

FORM E-123X 500M 7-66

RECEIVED
MAR 31 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

61-4-4 (1)
6537

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 28, 1967

Honorable Robert Y. Thornton
Attorney General
Supreme Court Building
Salem, Oregon

Re: Employment of Special Council

Dear Mr. Thornton:

The State of Oregon, by and through its State Highway Commission has become involved in a serious dispute with the United States of America, represented by the District Engineer, U. S. Engineer District, Walla Walla, as the contracting officer, over the interpretation of the provisions of a contract. The particular contract (No. Da. 45-164 CIVENG-66-103) is dated October 20, 1961, and in general covers the relocation and reconstruction of the Columbia River Highway, U. S. Highway 30, now designated as Interstate Highway 80 N., so as to make way for the development of a navigation and flood control project known as the John Day Lock and Dam on the Columbia River.

The construction of the dam and the creation of the pool behind it, of course, made necessary the relocation of the highway to a higher level. Under the above agreement the State was to participate in the highway relocation by the construction and inspection of bridges, interchange structures, as well as roadway construction within certain limits. The United States was to pay specified percentages of the costs. In accordance therewith the State drew the plans and let the contract for the construction of the John Day Bridge across the John Day River and canyon at the new location.

Since the mouth of the John Day River canyon was to be a part of the pool at the point where the relocated highway crosses the same, a high level bridge was designed. This bridge took the form of a series of steel deck-truss spans. These spans are 200 feet long resting on reinforced concrete piers. The piers were to be founded on bed rock or steel H beam piling.

NOTED
FOREST COOPER

In the course of construction difficulty was encountered in excavating to bed rock for the footings of Pier No. 3. The contractor found it impossible, without extensive blasting, to excavate the remaining 13 feet to bed rock through a material variously referred to as compacted or cemented sand, gravel, and boulders.

A change order to the plans was executed after the Corps of Engineers drilled to prove the material and after a determination was made by representatives of the Corps of Engineers, the Bureau of Public Roads, and the State that the material was such as to provide a satisfactory foundation for the pier, considering that it would be in the pool behind the John Day Dam. The plans as changed were subsequently formally approved by the District Engineer's office by letter dated January 17, 1964. The bridge was formally accepted by the Highway Commission on January 30, 1964.

In December, 1964, the entire Northwest was subjected to unprecedented flood conditions. Measurements of the discharge of the John Day River into the Columbia River reached proportions never previously experienced. On December 22, 1964, Pier No. 3 failed by undermining, dropping two of the steel spans into the river. Subsequent disclosure indicates that the river bed scoured to a depth of approximately 6 inches below the bottom of the pier causing it to overturn. A contract was awarded, with the approval of District Engineer, Walla Walla, to reconstruct the fallen spans at a cost of approximately $883,000.00.

It is the position of the State of Oregon that the cost of repair and restoration of the structure is chargeable to the John Day Lock and Dam project under provisions of Article 8 of the contract described in the first paragraph above. This article commonly referred to as a "Deferred construction clause" reads as follows:

> It is mutually recognized by the parties hereto that the relocated highways (excluding certain areas not here pertinent) are constructed on terrain consisting of high rock bluffs and talus slopes and border the reservoir to be created by the project which conditions may result in extraordinary damage during the period of time required for stabilization of the highway facilities following their completion. In order to provide reasonable assurance to the State against such extraordinary damage due to any rock falls, caving, sliding, slipping,

> sinking or settling of the roadbed, structures, embankments or cut slopes and to save the Government the expense of construction of features that may not in fact be required if firm assurance against such damage were provided in the initial construction of such facilities, it is agreed that the Government shall, for a period not to exceed five (5) years following the date of acceptance by the State for use of public traffic, pay to the State all actual cost incurred by the State in repairing such extraordinary damage as mutually agreed upon between the State and the Government. * * *

It is our opinion that the flood damage that occurred within the period of stabilization resulted from the proximity of the bridge to the pool to be created, and therefore was within the scope of the protection afforded by the above mentioned Article 8. It is also our opinion that the acceptance of the new highway facilities, including the bridge, was to serve as just compensation to the State for the land and the facilities (old highway) which it is to surrender to the United States. We therefore believe the United States will not be paying the State just compensation if the bridge it offered at the time of acceptance of the project was one with two spans absent leaving the State to restore the same.

Efforts to resolve this controversy with the Corps of Engineers including the office of the Comptroller General have been fruitless, both agencies contending that the United States has no further obligations under the contract. Having exhausted its remedies administratively I have advised the Highway Commission that enforcement of its rights under the contract would entail the commencement of an action against United States through the Court of Claims in Washington, D.C.

To engage in litigation in a court so far distant from Salem would require a great many trips to and from Washington. The nature of the proceedings in the Court of Claims is specialized and would require special attention which could be more readily handled by attorneys specialized in the field and located in Washington. To this end we have made inquiries as to attorneys specializing in Court of Claims work. King & King of Washington, D.C. are highly recommended as such.

Preliminary discussions have been had with this firm. They have indicated their availability to consult with and represent the State in such action. They also have expressed their opinion as to the merits of the State's position in the controversy which coincides with that of our legal staff.

The Highway Commission has authorized the commencement of an action against the United States in the Court of Claims to secure enforcement of the obligations of the government under the contract with respect to reimbursement for the cost of repair of the John Day River Bridge in the approximate amount of $883,000.00. In the interest of providing full and proper legal representation I have been authorized to request that King & King be employed as special counsel to consult, advise and, if necessary, represent the State of Oregon in a proceeding before the Court of Claims to recover the cost of repairs to the John Day River Bridge.

We would appreciate obtaining the necessary concurrance for the Commission to retain the above mentioned firm for the purposes set forth herein.

Very truly yours,

G. E. BOHDE
Chief Counsel

CER:hg
cc - Mr. Glenn L. Jackson
Mr. Kenneth M. Fridley
Mr. David B. Simpson
Mr. Forrest Cooper

RECEIVED
MAR 30 1967
OFFICE OF
STATE HIGHWAY ENGIN

RECEIVED
FOR FILING

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
WASHINGTON, D.C. 20235

EL-96(1)
6-27

MAR 27 1967

IN REPLY REFER TO:

32-01

Mr. Forrest Cooper, State Highway Engineer
State Highway Commission
State Highway Building
Salem, Oregon 97310

Dear Mr. Cooper:

This will acknowledge receipt of your letter dated March 7 which contains a record of discussions between you and me at my office on February 15 concerning financing aspects of the costs of repair of damages to the John Day River Bridge on Interstate Route 80N in Oregon.

Your letter is a correct presentation of the information I stated to you as to Public Roads' position that it would not make payment of ER funds under the provisions of Section 125, Title 23, U.S.C. to the State of Oregon until the State had made a decision either to accept the opinion of the Comptroller General of the United States that the Corps of Engineers has no liability for repair of the John Day River Bridge or it is established otherwise by court action that may be sought by the State that the Corps of Engineers does not have liability for the said repair.

Our record remains that our Washington Office, on December 30, 1964, by teletype and on the basis of telephone conversations with the Regional Engineer, approved programing of a project for repairs subject to determination of responsibility and subject to subsequent finding. A project agreement for Oregon Project ER-96(1) was executed February 16, 1965, and has been modified three times. Each of the modifications, on March 29, 1965, June 30, 1965, and July 11, 1966, contains the clause "--. Determination of the responsibility by the Corps of Engineers to the State of Oregon under Article 8 of their October 25, 1961, Contract No. DA-45-164-CIVENG-61-103, shall be decided before Federal-aid funds are advanced to the State for reconstruction under the Emergency Relief provisions of Section 125 of Title 23, U.S.C.

Subject to the condition that there are funds available under the provisions of Section 125, Title 23, U.S.C. at the time the State elects to present claim for reimbursement for the Federal share of the eligible costs of Project ER-96(1), payment may be made to the State.

NOTED
FORREST COOPER

E

Since the date of our discussions, I have received a report from Regional Engineer B. M. French concerning reasons why the Division and the Region have withheld final acceptance of the work performed under Project ER-96(1) and for these and other reasons have not reached an agreement with the State as to the amount of the payment that could be made to the State if the State elected at this time to drop its suit against the United States and in lieu thereof to present a voucher to Public Roads for ER funds. It appears to me that it is better insofar as Public Roads' position is concerned to not present a finalization of the acceptance of the project ER-96(1) until the State determines it will submit a voucher for ER funds.

I am sending both Regional Engineer French and Division Engineer Parsons a copy of your March 7 letter and of this reply.

Sincerely yours,

G M Williams

G. M. Williams, Director
Office of Engineering and Operations
Bureau of Public Roads

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OFFICE OF
DIVISION ENGINEER

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FOR FILING

ER-96(1)
6537

March 17, 1967

Oregon State Highway Commission

Gentlemen:

I am attaching a copy of a letter from King & King, Attorneys in Washington, D. C., in which the procedures followed in the United States Court of Claims are outlined and an estimate with the probable cost in attorney fees of the proposed litigation.

If these things follow the usual course, this matter will possibly cost in excess of the estimate, but even so, I believe that the attorneys have done an excellent job of informing us.

I have asked our Chief Counsel, Mr. Rohde, to secure authority from the Attorney General to retain this firm for the purpose of instituting a claim against the Corps of Engineers. I have also alerted the Governor's office of our proposal.

Based on our discussion of this matter at the March 14 meeting, I will proceed to do the things necessary to get this suit instituted in the Federal Court.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fm

Enc.

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
George Rohde

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY
HERMAN J. GALLOWAY
COUNSEL

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)
CABLE ADDRESS
KINGANKING, WASHINGTON, D. C.
TELEPHONE 296-5195
(AREA CODE 202)

March 15, 1967

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Re: John Day River Bridge

Dear Mr. Cooper:

Your letter of March 9, 1967 has been received, together with the photographs and documents mentioned therein. This information should be very helpful to us, and at a later date we will advise you concerning which of the photographs we believe should be enlarged.

With respect to the submission at this time of an estimate of the number of hours that might be required in the prosecution of the litigation now under consideration, we appreciate your understanding of the difficulties involved in making any meaningful appraisal of the extent of such activity. We will, however, do the best we can to make such an estimate, and if the time intervals given should later prove to be inaccurate, it will at least serve the purpose of acquainting you with the procedures involved in taking the case through the Court of Claims.

The time that the writer has devoted to this matter to the present amounts to 28 hours and includes preliminary studies, two rather lengthy conferences with representatives of the State, and further analysis resulting in the opinion rendered. This does not include any of the time contributed by other partners to this matter. While it is our practice to consult with each other often with respect to a particular case, the client is not expected to pay for such multiple service.

The litigation will be initiated by the filing in the Court of Claims of a petition, the preparation of which should require two days, or 14 hours.

It would seem desirable to file a motion for discovery requiring the Government to make available for examination whatever documents may exist relating to the circumstances under which it advised the State that it interposed no objection to the revisions in Pier 3 of the bridge. The time required for the preparation of such a motion, a memorandum in support thereof, and a possible memorandum in opposition to the Government's objections to the motion, which will almost certainly be filed, is estimated at approximately 10 hours.

One of the most important steps in the prosecution of any engineering litigation is the investigation which precedes the trial, and the work involved in the preparation of a trial brief to be used at the trial. A trial brief, which is prepared only for the use of the plaintiff's counsel and the plaintiff's witnesses, consists of a complete chronological presentation of all of the evidence that will be introduced, including exhibits. This brief forms the outline from which the plaintiff's case is presented. It is based on the information made available to counsel from all sources, including statements received from prospective witnesses. All witnesses will be expected to carefully examine the same when it is near completion, and to make suggestions concerning the accuracy of statements therein contained, as well as the desirability of eliminating or supplementing various points made in the brief. While a part of the work will be done in this office, it would seem probable that part will also be performed in Oregon. We surmise that probably three weeks will be required in the performance of this task, which would consume approximately 100 hours.

Depending upon the nature of the answer filed by the Government, and the extent to which it created factual issues such as asserting that the State was negligent, it might become desirable to consider the filing of a motion for summary judgment. If the State found it possible to make such a motion, the preparation of the motion, the supporting brief, and the oral argument for the same would probably consume 25 hours. If the State's motion were allowed, the right to recover would be thereby established. On the other hand, if the Government raised multiple issues, some of which could be tested by motion for summary judgment, such as the interpretation to be placed on Article 8 of the contract, it might elect to file its own motion for summary judgment, which the State would have to oppose. If the Government were unsuccessful in its motion, this would not necessarily end the litigation for if the Government had affirmatively pleaded negligence on the part of the State, this factual issue would have to be tried. In any event, the Government's decision to apply for summary judgment would probably require in the neighborhood of 25 hours for briefing and argument.

With respect to the amount of money for which recovery is being sought, the Court of Claims requires that the plaintiff submit written schedules of the same to the Department of Justice for audit. The amount of time required for the preparation of these schedules is estimated to approximate 15 hours.

The trial of a case occurs before a Commissioner of the Court of Claims. It is estimated that approximately one additional week would be required in Oregon for the performance of final tasks in advance of trial, including reviews with witnesses, and that two weeks would actually be taken for the hearing of the witnesses. For this three week period, it is estimated that 100 hours of work would be expended.

Following the taking of testimony, the stenographic transcript of proceedings becomes available to counsel. Under the rules of the Court of Claims, counsel is then required to prepare for consideration by the Commissioner a Requested Findings of Fact, in which there is set forth a statement of the facts as counsel would like the Commissioner to find the same. Each statementof fact must be supported by citations to the record. Counsel is also permitted at this time to present written argument with respect to conflicts in the evidence. In addition, counsel is required to submit a brief covering the law of the case. An opportunity is also afforded to submit a reply brief. The amount of work to be performed in this phase of the case, including the response to the Government's Requested Findings and Brief, is considerable, and 4 weeks, or 135 hours, is estimated for this phase of the case.

After briefing, the Commissioner issues a Finding of Fact and an Opinion, to which either side may take written exception, with supporting reasons. As the dispositi n of the case by the Commissioner is seldom agreeable to both parties, it is incumbent upon counsel either to prepare exceptions to the Commissioner's report, with supporting brief, or a brief in opposition to the exceptions filed by the other party. It is estimated that 5 days would be required for this operation, or approximately 35 hours.

The final step is the argument of the case before the judges of the Court of Claims which, with preparation, and time lost in awaiting one's turn, could reasonably take 5 hours.

The total number of hours listed amount to 467 which, at $45.00 an hour, would approximate $21,000. The dispatch with which litigation can be

handled by the Court of Claims depends to a large extent upon the Government attorney who is assigned to the defense. Some proceed in a workmanlike way with the obvious desire of disposing of the problem presented as quickly as possible, while others appear to believe that they are meeting their responsibility by creating as many obstacles as possible to the disposition of the case.

It is always possible that the Government may, at some time during the proceedings, find it desirable to settle the case, and if this is done, all further activity may cease. The fact that the plaintiff is a State would probably increase thepossibility of disposing of the matter in this way. In any event, we would make the effort to have the Government consider settlement at as early a stage as possible in order to avoid the performance of work which might later become unnecessary.

The foregoing is about the best we can do at this time, and it is hoped that it will be of some benefit to you, and to the Commissioners, in reaching a decision as to the course to be taken in this matter.

Sincerely,

KING & KING

By John W. Gaskins
John W. Gaskins

JWG:ic

RECEIVED
MAR 16 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 28 1972
FOR FILING

ER-96(1)
6537

March 17, 1967

AIRMAIL

King & King
Attorneys at Law
900 - 17th Street, N. W.
Washington, D. C. 20006

Attention: Mr. John W. Gaskins

Gentlemen:

Thank you for your letter of March 15, which was in answer to my request to you for an approximation of the legal costs involved in a suit against the Corps of Engineers occasioned by the John Day Bridge matter.

Based upon your appraisal of the situation, which I believe was, that there appeared to be at least a reasonable change of recovery, I am sure that we will wish to proceed with the suit.

I am asking our Legal Counsel, Mr. George Rohde, to seek permission from the Attorney General and the Governor for us to retain your firm to represent us in this matter. I will keep you posted on events as they occur.

If there is anything that appears doubtful to you or if there is anything further that the State needs to do, I would appreciate being advised.

It is possible that our people here, including our attorneys, could do some of the preparation work and I make this offer; however, we in no way wish to interfere.

I plan to be in Washington, D. C. during the week of April 3 and would be glad to drop into your office if you feel it would be helpful.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fm
cc Commissioners
R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde
Ivan Merchant

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Ex 71 (1)
C 527

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 14, 1967

SUBJECT:

To: MEMO TO FILE

On this date, I discussed the matter of an attempted collection of money from the Corps of Engineers in connection with the John Day Bridge failure.

It was the instruction of the Highway Commission that as soon as details, such as a determination of the probable cost in legal fees and securing of witnesses (hydrologists) could be arranged that an official request be made to the Attorney General for authority to retain the firm of King and King and proceed with the suit.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde
Ivan Merchant

RECEIVED
JAN 26 1972
FOR FILING

ER-96(1)
6537

March 9, 1967

AIRMAIL

King and King
Attorneys at Law
900 - 17th Street, N. W.
Washington, D. C. 20006

Attention: Mr. John W. Gaskins

Gentlemen:

Upon Mr. Tom Edwards' and Mr. Ivan Merchant's return from Washington, D. C. after their contacts with you, Mr. Edwards had several notes of things on which you wished to be advised. I enumerate them as follows:

1. The exact amount of cost of the John Day River Bridge replacement, including detours.

We do not have an exact final figure at this time, but we are preparing one. The replacement cost of the bridge is $870,284.34. The detour costs are being finalized. They are approximately $300,000.

2. Mr. Edwards discussed with you the trials and tribulations encountered concerning the construction of the Willamette Highway at the Meridan Dam in which he was involved. To point up the problem, I attach a copy of a letter of August 4, 1954, over the signature of Mr. W. W. Stiffler, Assistant State Highway Engineer, who is now retired, to Mr. Edwards, who was then Division Engineer, concerning the Corps' rejection of the payment and indicating collection should be from the contractor. This bill and some others were later collected from the contractor.

3. We send you a further stock of photos to determine if they are of use. If any of them are of value, we can have them reproduced.

4. The last item had to do with the development of the complete hydrology of the John Day River. We are proceeding to do this and are attempting to secure the services of an expert witness as indicated in your letter of March 2.

While I realize that it is impossible to make meaningful estimates, I do need to have some idea as to the total cost of legal fees in this case. I am not attempting to commit you to a "fixed fee" but merely need to know what your best judgment of the cost to the State of Oregon would probably be.

If we can furnish you with anything additional, please advise.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc Commissioners
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
George Rohde

TE:jw FC:fn

D-III

FORM E-00 57.000 4-00 00000

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1954

SUBJECT:

To: Mr. Tom Edwards

You have a copy of Mr. Baldock's letter to the District Engineer, Corps of Engineers, U. S. Army, under date of July 12, having reference to the completion of repairs to the slide on the Willamette Highway near the West Fork of Minnow Creek on March 25, 1954. No reply has been received to date.

The Accounting Division billed the Corps of Engineers by invoice No. 34565 in the amount of $6,137.17, for a portion of our cost for the maintenance of traffic as a result of the slide. Under date of July 20, Colonel Graf, Acting District Engineer, replied that the Corps of Engineers has no authority to reimburse us, and actually indicated that the Engineers were not liable for the damage. We have not replied to Colonel Graf's letter of July 20.

In view of the above, Mr. Collier has prepared and submitted a comprehensive report covering the Eagle Rock slide, which reflects the viewpoint and opinion of Resident Engineer S. R. Overholser and, in fact, partially commits him to liability for the Corps of Engineers.

In view of these statements or quotations in Mr. Collier's report, we believe it would be wise for you or Mr. Sage, or both, to discuss the subject in further detail with Mr. Overholser before we direct any further correspondence or make a claim against the Corps of Engineers and/or against the Engineers' Dam Contractor, Morrison-Knudsen Company.

A copy of Mr. Collier's report is attached hereto.

W. W. Stiffler

WWS:er

cc Mr. E. A. Collier
Mr. D. J. Sage

Copy to King 3-67 jo.

NOTED
TOM EDWARDS

NOTED
T. KEASEY

D-III

EAGLE ROCK SLIDE

The construction of the Meridian Dam on the Willamette River made necessary the relocation of the Willamette Highway and the Southern Pacific Railroad. The U.S. Army Engineers let a contract for the Dam to Morrison-Knudsen, and for the relocation of highway and railroad to several contractors. The Highway Commission let a contract for pavement on the relocation to Parker-Schram, and this contract was completed August 12, 1952, at a cost of $484,000.

Aggregate for the Dam was obtained from the top of Eagle Rock, a point 1600' high above the River. During Morrison-Knudsen's operations, a large amount--perhaps 200,000 cubic yards--of stripping and rock overbreak was shot over and pushed over the northeast side of this point; this waste extended down to the highway right-of-way. To the North, across the highway from this waste, are the Minnow Creek Railroad section houses.

A surface slide of this waste occurred in 1951, spilling considerable rock onto the highway. The Army Engineers' contractor cleaned this slide off the highway, which was not paved at that time.

The contractor practically completed several years' production of aggregate from this quarry, in the Spring of 1954. On March 25, 1954, a slide movement of this waste material, and of the highway and railroad houses and track, started. About 400' of highway pavement sank and moved north. State section crews kept the highway passable, by patching run-offs at each end of the sinking section, and by placing warning signs and lights. Slow movement still continues, and the total drop during the past four months is nearly 4'.

On March 31, at the request of Mr. Stiffler, I inspected the slide, with Mr. Sage and Mr. S. R. Overholser, Resident Engineer in charge of the Dam construction, and Mr. Steelman, Assistant Superintendent for the contractor, Morrison-Knudsen. They had recognized their responsibility to stop this large slide movement, and were promptly moving a 2½-yard shovel, two bulldozers, and three uclids, to load and haul the waste material across the highway and railroad, to unload the slide area.

Permission was given Mr. Overholser to move the 80,000# shovel on its own tracks, over a short section of pavement, and to haul across the pavement with uclids. Flagmen were to be provided and the State paid for any repairs to pavement made necessary by such hauling. In the presence of Mr. Sage and Mr. Steelman, I asked Mr. Overholser if the State would be paid for repairs to the highway grade and pavement at the slide, and he replied: "Yes, it would be in line with previous payments for damage to highway caused by reason of construction of the Dam". A report of this inspection was made to Mr. Stiffler on March 31.

I have checked with Mr. Sage, and he remembers clearly the conversation with Mr. Overholser about payment to State for repairs to highway. Assuming the slide stops soon, the cost will be:

April 1 to May 31 - - - - - - - - - - -	$ 6,137.17	Maintenance of traffic
June 1 to June 30 - - - - - - - - - - -	1,141.78	ditto
July and August - estimated - - - - -	2,000.00	"
Restore grade - estimated - - - - - -	2,200.00	Grading
Restore pavement - 300 tons estimated -	3,000.00	Paving
TOTAL - -	$ 14,478.95	
	($ 14,479.00)	

D-III

The contractor has removed about 150,000 cubic yards of waste from above the highway, and has recently stopped operations. However, we cannot be sure the slide is cured. Unloading of the slide is the best way to stop such a movement, and we hope it will prove completely successful, but it is still moving slightly, and may move more next Winter, when it becomes saturated again.

Mr. Edwards is quite familiar with this slide, and he and I are sure the wasting of material from the quarry caused the slide. I do not believe there is any doubt in the minds of Mr. Overholser or Mr. Steelman that this waste overburden was the one and only cause of the slide, and they have moved, promptly, to unload the slide.

An invoice for $6,137.17 was sent to the Army Engineers in Portland on July 12, and Mr. Baldock wrote them the same day, asking them to restore the grade, because they had some excellent material for this purpose; he advised them that the State would then place the base and pavement, providing the Government would reimburse the State for this expense.

Colonel John A. Graf, Corps of Engineers, answered, on July 20th: "There appears to be no contractural obligation or duty under law whereby this office can honor your invoice. Accordingly, without such authority, no payment herein can be justified." Invoice was returned as being "misdirected".

The State has enjoyed favorable relations with the Army Engineers on this, and other projects. It is true that the State did not require a 5-year guarantee of maintenance, as did the Railroad Company.

I recommend strong representation be made to Colonel John A. Graf, asking for compensation, or assistance in securing payment from their contractor, if they feel it is the contractor's responsibility.

I do not have access to the Army's contract for construction of the Dam, but our Legal Council can, no doubt, inspect it at the Portland office of the Army Engineers, should this become necessary. The exact name of contractors and of their Bonding Company could thus be obtained.

E. A. Collier
Maintenance Engineer

EAC:IH
7/29/54
(4 copies made)

Photos

1 – 16 original Const. (pier 3)

17 - 28 Flood Damage

29 - 31 Pier 3 reconst. (General)

32 - 61 Pier 3 reconst. (Lt. Stg.)

62. – 71 Pier 3 reconst. (Rt. Stg.)

72-80 Pier 3 reconst (work inside cofferdams – unknown whether rt. or lt. stg.)

81-84 Pier 3 reconst. (Above water)

Complete set of photos & negatives in Bridge Division 3-9-67 [illegible]

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JAN 26 1972
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ER-96(1)
6537

March 7, 1967

Oregon State Highway Commission

Gentlemen:

I am attaching a copy of a letter from the legal firm of King and King, Washington, D. C., which is its report on the John Day bridge matter which has been discussed with members of the firm.

I suggest this matter be considered by the Commission the next time it is together.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fn

Enc.

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde
Ivan Merchant

LAW OFFICES
KING & KING
SUITE 400, FARRAGUT BUILDING
900-17TH STREET, N. W.
WASHINGTON, D. C. 20006

JOHN W. GASKINS
JOHN A. McWHORTER
PAUL E. McNULTY
HERMAN J. GALLOWAY
COUNSEL

GEORGE A. KING (1855-1938)
WILLIAM B. KING (1861-1930)

CABLE ADDRESS
KINGANKING, WASHINGTON, D.C.

TELEPHONE 296-5195
(AREA CODE 202)

March 2, 1967

Mr. Forrest Cooper
State Highway Engineer
State of Oregon Highway Department
Salem 10, Oregon

Re: John Day River Bridge

Dear Mr. Cooper:

Following your visit to the office on February 16, 1967 with respect to a claim against the United States arising out of the failure of Pier 3 of the John Day River Bridge, we have had a further opportunity to become familiar with the facts as a result of the visit of Messrs. Edwards and Merchant on February 21, 1967. We have also had an opportunity to review the files that were left with us concerning this matter.

While there are many facts that could be regarded as legally material to the question of liability in this case, the following, in our opinion, are the salient ones upon which our conclusions will rest:

1. At the times hereinafter referred to, the State of Oregon owned certain lands being used as U.S. Highway No. 30, over which there existed a bridge at the location where the highway intersected the John Day River. The United States, acting through the Corps of Engineers, intended to construct the John Day Lock and Dam on the Columbia River in Oregon. The normal surface of the pool to be created by this dam, at the location of the site of the existing bridge, was to be approximately 100 feet higher than the normal surface of the John Day River. As the pool would completely inundate the existing highway and bridge, it became necessary to construct replacement facilities at different locations and at higher elevations.

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1967
OFFICE OF
STATE HIGHWAY ENGINEER

2. The State, on December 29, 1958, entered into a negotiated contract with the Corps of Engineers, No. DA-45-164-CIVENG-59-39, under which it agreed, for a consideration therein stated, to perform all engineering services (except foundation explorations and surveys) that would be necessary for analysis, design, and the preparation of plans, specifications and cost estimates, for various structures on the proposed relocated highway, including a new bridge to carry vehicular traffic over the pool where the John Day River existed.

3. The design work called for by the contract was accordingly performed by the State. The two footings comprising the foundation for Pier 3 of the proposed new bridge, located near the center of the stream, were shown to be resting upon rock.

4. On October 25, 1961, the State entered into a second contract with the Corps of Engineers, No. DA-45-164-CIVENG-61-103, in which it agreed to convey to the United States its interest in the lands in question, including the existing bridge, and further agreed to accept the relocated facilities as full, just, and complete compensation therefor (Article 11). The State agreed to convey title to its lands to the United States within a reasonable time "after the completion of highway construction and acceptance thereof" (Article 3-D) and the United States agreed to convey title to the new facilities to the State within a reasonable time "after acceptance of the relocated facilities by the State " (Article 2-C). While Article 7 provided that the State, within 30 days from the completion of any segment should accept the same "for maintenance and public traffic", Article 11 indicates that the State's acceptance of the new facilities as just compensation for its lands was to occur at the time of "completion of the relocation and/or alteration work provided for herein."

5. By the contract of October 25, 1961, the State further agreed to construct, at the expense of the United States, the relocated John Day River Bridge, such work to be accomplished by publicly advertised contract awarded to the lowest responsible bidder (Article 3(b)).

6. The contract of October 25, 1961 also contained Article 8, Deferred Construction, which recited:

> It is mutually recognized by the parties hereto that the relocated highways (excluding certain areas not here pertinent) are constructed on terrain consisting of high rock bluffs and talus slopes and border the reservoir to be created by the project which conditions may

> result in extraordinary damage during the period of time required for stabilization of the highway facilities following their completion. In order to provide reasonable assurance to the State against such extraordinary damage due to any rock falls, caving, sliding, slipping, sinking or settling of the roadbed, structures, embankments or cut slopes and to save the Government the expense of construction of features that may not in fact be required if firm assurance against such damage were provided in the initial construction of such facilities, it is agreed that the Government shall, for a period not to exceed five (5) years following the date of acceptance by the State for use of public traffic, pay to the State all actual cost incurred by the State in repairing such extraordinary damage as mutually agreed upon between the State and the Government. * * *

7. A construction contract was entered into on January 4, 1962, and in late September and early October 1962, the construction contractor, because of compacted sandy gravel and boulders, found it impossible to drive to the underlying bedrock, the sheet piling cofferdam for the two footings for Pier 3. This contractor accordingly requested permission to found the footings on the compacted sandy gravel above bedrock. The State requested the Corps of Engineers to make borings through the material at Pier 3, and from October 5-8, 1962, the Corps made 8 borings, one in each corner of the two footings to be placed at this location. These borings confirmed the existence of sandy gravel, or gravelly sand, extending to bedrock. The State concluded that this material would provide adequate support for the pier. The Chief, Engineering Division, and the Chief, Soils Section, of the Corps of Engineers Walla Walla District also considered the boring data, and the Corps advised the State by telephone that it would interpose no objection to such a change. The Corps also accepted its share of the reduction in price of the construction contract resulting from this change. In addition, the Bureau of Public Roads was advised of the change and offered on objection. The construction contractor was accordingly given permission to place the right footing of Pier 3 at elevation 143.3 and the left footing at elevation 144.2, or approximately 13 feet above the elevation at which bedrock was known to exist. The pier was so constructed. The construction contract was completed and the John Day Bridge was opened for traffic in late 1963.

8. At about noon on December 22, 1964, at a time when approximately 34,000 cfs of water in flood stage was passing beneath the bridge, Pier 3 collapsed and two spans of the bridge which it was supporting fell into the river.

The highest flow of the John Day River at the nearest recording station to the bridge occurred on December 24, 1964 in the amount of 42,300 cfs, which was the highest on record. For the preceding 57 years, the closest approach to this flow had been 27,800 cfs, experienced during the flood of February 6, 1907.

9. Engineering investigations later determined that scour had occurred beneath Pier 3 causing its failure. It was also determined that the flow of the water during flood stage was capable of carrying rocks (or talus) up to 7 inches in diameter. It is believed that this talus, coupled with the abnormal condition created by the flood, was responsible for the scour that caused the failure.

On the basis of the above facts, we have reached the conclusion that the State should recover the cost of restoring the bridge on either of two alternative theories, which we will later outline. While the strong probabilities are that the failure would not have occurred if the footings for Pier 3 had been founded on bedrock in accordance with the original design, the decision to permit them to rest instead on the compacted sand and gravel, does not in our judgment, constitute an act of negligence. In the light of what occurred, it is now known that the original design should not have been departed from, but at the time the decision was made, both the State, and the Corps of Engineers and thereafter the Bureau of Public Roads, had apparently concluded that the change constituted a reasonable procedure in the light of the conditions encountered. If the flood of 1964, which far exceeded anything experienced in recent times, had not occurred, there is no reason to believe the decision to elevate the bottom of Pier 3 would not have been a good one. In this connection, it is proper to take into account that Pier 3 was being subjected to the hazard of flood scour for only a relatively short time, and would be immune from this danger after the pool was created.

We believe that there is a reasonable chance of recovery upon either, or both, of the following theories:

1. From the contract provisions referred to in par. 4 above, it is clear that the new facilities were to serve as just compensation to the State for the land and facilities which it surrendered to the United States. It also appears that acceptance of these facilities was not to occur, except for maintenance and public traffic, until completion of the work provided for in the contract. We assume that in accordance with this agreement the final acceptance of the entire project under Article 11, if it has occurred, took place sometime

after the failure of the bridge. Until the time came when the State accepted an existing bridge as just compensation, excluding operation of the facility and maintenance, the United States had not complied with its agreement to provide just compensation. A bridge minus two spans would not constitute a completed structure, nor could the replacement of these spans reasonably be considered to be maintenance. We therefore believe that independently of Article 8, the United States would not have provided just compensation to the State if the bridge which it offered at the time of acceptance of the project under Article 11 was absent two spans, but for expenditures by the State to restore the same.

2. Article 8 recited that the bridge was being constructed on terrain which possessed (1) high bluffs and talus slopes; and (2) bordered a reservoir to be created. Without specifying how it might happen, the provision stated that these conditions could result in extraordinary damages due, among other things, to slipping or sliding, which might occur within a stabilization period of 5 years following acceptance for public traffic. It is important to observe that the period of stabilization does not begin when the pool is created, but rather when the bridge is completed. One of the hazards to which the bridge was exposed during that part of the 5 year stabilization period which ran from the date of completion until the time when the pool was created, and which was directly attributable to the fact that the bridge bordered upon, and indeed extended into an area in which the pool was later to be created, was that of slippage or sliding during floods that might occur prior to the creation of the pool. Indeed, it might reasonably be argued that this danger was increased by another condition recognized by Article 8, namely the talus slopes, for the belief has been expressed that such talus increased the scouring effect of the 1964 flood. It is therefore concluded that the flood damage that occurred within the period of stabilization did result from the proximity of the bridge to the pool to be created, and therefore was within the scope of the protection afforded by Article 8 of the contract.

As we believe that there is a reasonable chance of recovery in the Court of Claims, it is our recommendation that suit be instituted by the State.

From our discussion with you it was indicated that compensation should be arrived at on an hourly basis. Our regular hourly rate is $50, which we are willing to reduce to $45 in view of the public nature of the employment. However, we would expect the State to reimburse us for out of pocket expenses

as they are encountered, such as filing fees paid to the Court, printing expense of petition, motions and briefs, copy of the stenographic proceedings while testimony is being taken, and actual travel and subsistence expenses of any member of this office undergone in connection with the preparation and prosecution of this suit. As we explained to you, the Court of Claims permits the taking of testimony where a plaintiff resides. As the greatest number of witnesses for both the State and the United States will probably reside in the Oregon-Washington area, we assume that it would be preferable to take the testimony there.

The terms of our employment would also assume that the State would make available for interview and preparation, those persons possessing first hand knowledge of the occurrences at the site, as well as those who had contacts on behalf of the State with representatives of the United States.

One additional matter requiring consideration is the desirability of having the State engage the services of someone possessing both geological and engineering knowledge and experience to appear as an expert witness in order to present the State's position in the strongest possible light. The Tudor report, which is in the possession of the United States, does not, in our opinion, adequately take into account the respective responsibilities of the parties or take into account all the facts that can be developed in this regard.

We assume that formal acceptance has either not yet occurred, or if it has occurred qualifications have been set forth in the final release excluding the claim now under consideration.

Very truly yours,

KING & KING

By John W. Gaskins
John W. Gaskins

JWG:jr

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ER-96(1)
6937

March 7, 1967

AIRMAIL

Mr. G. M. Williams
Director of Engineering
& Operations
Bureau of Public Roads
1717 "H" Street, N. W.
Washington, D. C. 20235

Dear Mr. Williams:

On February 15, I was in your office discussing the Highway Commission's position with respect to the financial aspects of the John Day Bridge failure.

I informed you that the Corps of Engineers had refused liability; that the Controller General's opinion was to the effect that the Corps had no liability; and that the Highway Commission was exploring the possibility of a suit to recover in the United States Court of Claims.

You informed me that, pending the decision by the State of Oregon, no Emergency Funds could be paid to the State to apply against the reconstruction; that the matter would be held open by the Bureau of Public Roads pending the outcome of our disagreement with the Corps; that the project was eligible for Emergency Funds if it was determined that the Corps had no liability and that these funds would not lapse in the interim.

The purpose of this letter is to make a record of our discussion.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc A. W. Parsons

bc Highway Commission
bbc R. L. Porter
Tom Edwards
Victor D. Wolfe
C. E. Rohde
I. D. Merchant

FC:fn ms

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MAR 2 - 1967
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ER-96(1)
6537

March 1, 1967

Touche, Ross, Bailey and Smart
910 Standard Plaza
Portland, Oregon 97204

5402

Re: John Day River Bridge
Reconstruction
Contract 6537

Gentlemen:

I am in receipt of General Construction Company's letter dated February 21 regarding an auditing of its accounts for this project. We find a discrepancy between the total final settlement which it claims and that determined by this office. As of this date it has been determined that we owe General Construction Company $15,375, instead of the $15,915 which it claims.

The attached work sheets itemize the settlement and explain the differences.

Very truly yours,

Forrest Cooper
State Highway Engineer

ORIGINAL SIGNED BY
By E. B. KLABOE for

Tom Edwards
Assistant State Highway Engineer

Attachments

cc/enc. Mr. R. P. Stockwell
General Construction Company
Box 2768
Portland, Oregon 97208

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

RWE:jf/FBK:ja

Oregon State Highway Department
BRIDGE DESIGN SECTION

Sheet ... 1 ...

Bridge John Day R. Br. Reconstruction ... County ...

Date 2/24/67 ... Bridge No. ...

Ellison

Contract 6537

Final Settlement:

Deductions from contract payments:

184 days @ $150.00	$ 27,600.00
145 days @ $ 30.00	4,350.00
Deck repairs	5,370.00
Total deductions	$ 37,320.00

Reimbursement per agreed settlement:

Pier 4 force acct. work	3 days	(see letter Edwards to Dick 10/11/66)
Pier 4 force acct work	1 day	(see letter Edwards to Dick 1/3/67)
Delay in furnishing steel	56 day	(see letter Edwards to Dick 10/11/66)
Credit for Feb. 1, '66 (opening day)	1 day	(Agreement between Ellison & King 12/2/66)
Revision in opening to traffic (Agreed structure ready 1/20/66 although actual opening 2/1/66)	11 day	(Agreement between Ellison & King 12/2/66)
Total	72 day @ $ 150.00	$ 10,800.00
Shutdown for weather	79 day	(See letter Edwards to Dick 10/11/66)
Total	79 day @ $ 30.00	$ 2,370.00

Deck repairs:

Deduct original estimate	$ 5,370.00
Add actual cost	2,976.05
Add penalty for poor concrete 2½ cu. yd. @ $ 75.58	198.95
Difference	$ 2,205.00
Total	2,205.00
Total reimbursements	$ 15,375.00

Oregon State Highway Department
BRIDGE DESIGN SECTION

Sheet 2

John Day R. Br. Reconstruction

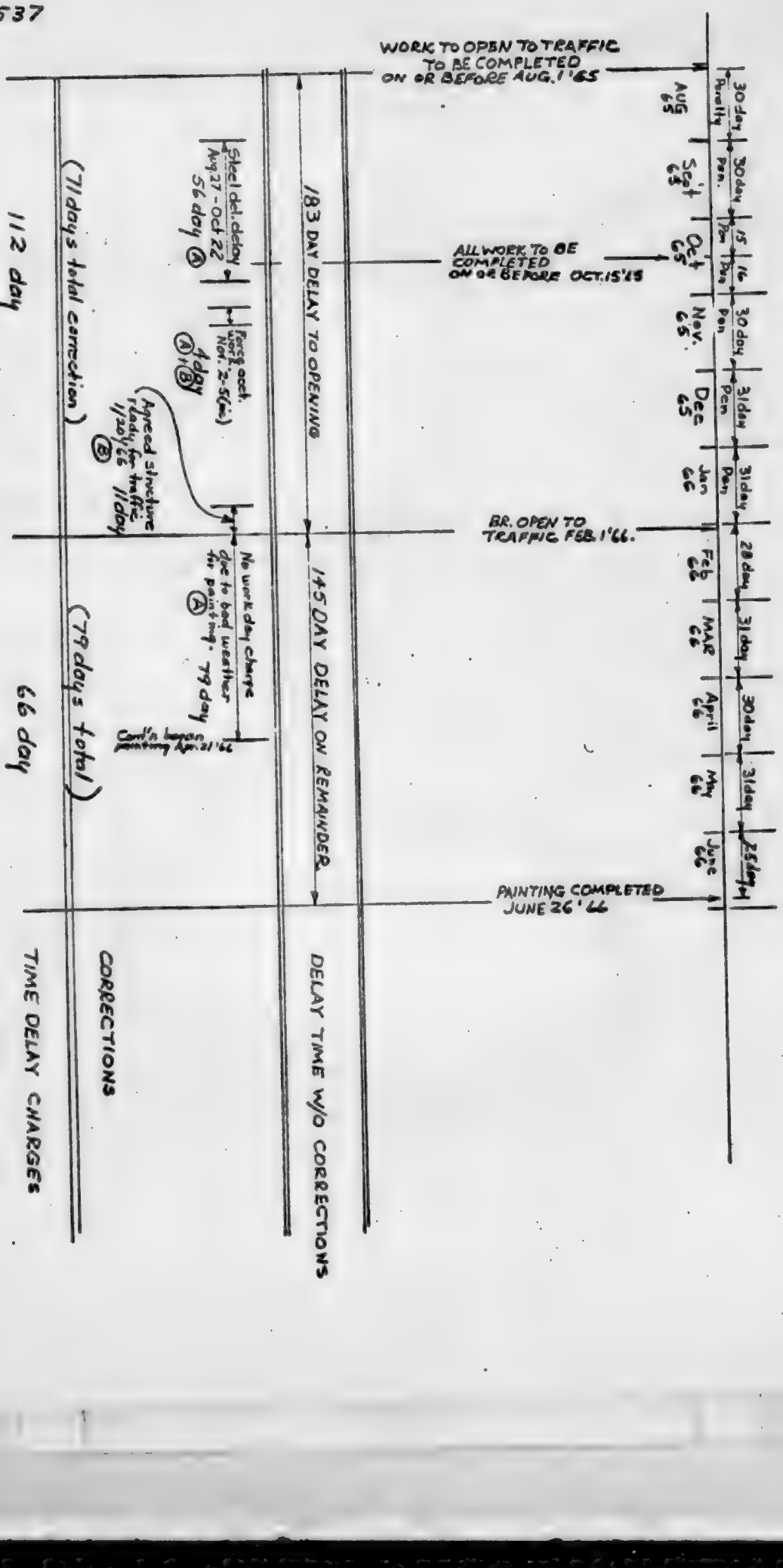
County

Bridge No.

Elkins 2/24/67

Contract 6537

Ⓐ Letter 10/11/66, Edwards to Dick
Ⓑ Letter 1/3/67, Edwards to Dick w/encl.


WORK TO OPEN TO TRAFFIC TO BE COMPLETED ON OR BEFORE AUG. 1 '65
ALL WORK TO BE COMPLETED ON OR BEFORE OCT. 15 '65
BR. OPEN TO TRAFFIC FEB. 1 '66.
PAINTING COMPLETED JUNE 26 '66
30 day Penalty
30 day Pen.
15 day Pen.
30 day Pen.
31 day Pen.
31 day Pen.
28 day Pen.
31 day Pen.
30 day Pen.
31 day Pen.
25 day Pen.
AUG 65
Sept 65
Oct 65
Nov. 65
Dec 65
Jan 66
Feb 66
MAR 66
April 66
May 66
June 66
112 day
(71 days total correction)
Steel del. delay Aug 27 - Oct 22 56 day Ⓐ
Forge acct. work 2-5(sic) 1 day Ⓐ & Ⓑ
Agreed structure ready for traffic 11/20/66 Ⓑ 11 day
183 DAY DELAY TO OPENING
145 DAY DELAY ON REMAINDER
No work day charge due to bad weather for painting Ⓐ - 79 day
(79 days total)
66 day
DELAY TIME W/O CORRECTIONS
CORRECTIONS
TIME DELAY CHARGES

Job John Day R. Br. Reconstruction County

By Ellison Date 2/24/67 Bridge No.

Contract 6537

Reasons for difference between final settlement as shown in General Const. Co. letter of Feb. 21, 1967, and sheet 2 of these calculations:

Under "Reimbursement per agreed settlement";

Delay in steel furnishing:

Contractor claims 60 days. This claim appears to be the 59 days granted in Edwards letter of 10/11/66 plus the one day credit for Feb. 1 '66 (opening day) which was originally erroneously charged.

Note that the 59 days granted in letter of 10/11/66 included 56 days for delay in steel delivery & 3 days for force account work. The 3 days for force account work (plus an add'l. day which was agreed to in Edwards letter of 1/3/67) has already been included in "Pier 4 force account work — 4 days" and thus is not allowable here.

Contractors claim for reimbursement of liquidated damages at $150.00/day should be as follows:

Pier 4 force account work	4 days.
Revision in opening to traffic	11 days.
Delay in steel furnishing	56 days.
Credit for opening day	1 day
Total	72 day

Shutdown for weather:

Contractor claims 82 days. This appears to have been arrived at as follows: Edwards letter of 10/11/66 shows total delay due to painting (Feb. 1, 1966 to June 27, 1966 [This last date should be June 26, 1966]) to be 142 days (time elapsed

Oregon State Highway Department
BRIDGE DESIGN SECTION

Sheet 4

John Day R. Br. Reconstruction County

Date 2/24/67 Bridge No.

Contract 6637
(Explanation cont.)

was actually 145 days). This letter also shows contractor was granted an extension of 79 days because bad weather prevented commencement of painting until that date. This left 63 days liquidated damages to be charged at $30.00 each.

This actually should have been 66 days due to error in total elapsed time.

It appears that in his letter of final settlement (2/21/67) the contractor has deducted this erroneous 63 days from the actual elaped time of 145 days & has arrived at a credit of 82 days instead of the 79 days originally granted.

Under this item the contractor should show 79 days reimbursement at $30.00 ea.

The remainder of the contractors itemization in his final settlement letter is correct.

GENERAL CONSTRUCTION COMPANY

•

GENERAL CONTRACTORS

•

4850 N. W. FRONT AVENUE
BOX 2768
PORTLAND, OREGON 97208

February 21, 1967

Oregon State Highway Department
Salem, Oregon 97310

Attention: Mr. Tom Edwards
Asst. State Highway Engineer

Gentlemen:

Our auditors are making an examination of our financial statements and for this purpose wish to obtain direct confirmation of your account with us.

Our records show that you owed us $ 15,915.00 at January 31, 1967 as follows: Current $ 15,915.00 Retained $ 0 . (See attached sheet)

Please confirm the correctness of this balance or report any differences to our auditors by completing and signing this form and returning it directly to Touche, Ross, Bailey & Smart in the enclosed stamped self-addressed envelope.

Our auditors will advise us of any discrepancy reported and the matter will have prompt attention.

This is not a request for payment, and remittance should not be made to the auditors.

Your prompt attention to this request will be appreciated.

Yours very truly,

GENERAL CONSTRUCTION COMPANY

R. P. Stockwell

RPS/hy

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FEB 23 1967
OFFICE OF
STATE HIGHWAY ENGINEER

DETERMINATION OF FINAL SETTLEMENT UNDER CONTRACT NO. 6537, JOHN DAY RIVER BRIDGE RECONSTRUCTION

DEDUCTIONS FROM CONTRACT PAYMENTS:

Liquidated Damages

184 days	@	$150.00	=	$27,600.00
145 days	@	30.00	=	4,350.00
Deck Repairs				5,370.00
	Total Deductions		=	$37,320.00

REIMBURSEMENT PER AGREED SETTLEMENT:

Liquidated Damages

Pier 4 force account work	-	4 days		
Revision in opening to traffic	-	11 days		
Delay in steel furnishing	-	60 days		
Total		75 days	@ $150.00	$11,250.00
Shutdown for weather	-	82 days	@ 30.00	2,460.00

Deck Repairs

deducted per estimate	$5,370.00	
actual cost $2,976.05		
replace concrete - 2½ C.Y. @ $75.58 = $188.95	3,165.00	
Difference:		2,205.00
Total Reimbursements =		$15,915.00

Orig diff = 21,405

Corrected diff = 21,945

Touche, Ross, Bailey & Smart
910 Standard Plaza
Portland, Oregon 97204

The balance of $_____ owing to the above-named company at _____ is correct except as follows:

_____
Company

_____
Signature and Title

Date_____

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FEB 28 1967

FOR FILING
EA-5/6(.)
11-1 Central file

February 24, 1967

MEMO

TO: Gene Huntley, Personnel Director

FROM: Ray Stone

SUBJECT: Assignment -- Tom Edwards

On February 23, Tom Edwards called me and ask me to get some information for him. He said that Gallager, Resident Bridge Engineer on the John Day Bridge had made the statement that a State Industrial Accident Inspector by the name of Leroy Gentry had said "no" when the contractor on the bridge had wanted to blast the dice rock at the location of a pier footing.

Mr. Edwards had asked if I would verify or disqualify this report. I got on it immediately by going over to Workmen's Compensation Board and contacting Mr. William Bell who is over-all supervisor of the inspectors. We searched the records and found no inspection report refusing blasting methods at the bridge site. Mr. Bell said that he could see no reason why an inspector would refuse to allow blasting at the site and stated that an inspector would definately not issue such an order unless it was written. I then requested to talk with Gentry, and Mr. Bell approved.

On February 24, Mr. Gentry called me as he had been requested to do, and we discussed it. Mr. Gentry said he did not write or give any order against blasting at the pier site and stated he would have no reason to do so. He did say that during some of the discussions he might have made the remark that if the contractor kept blasting and moving the dice rock they would probably find no bottom to it.

Following my discussion with Mr. Gentry I passed the information by telephone to Mr. Tom Edwards who asked that I contact Mr. Gentry again and request a written statement regarding his conversation with me. I called Mr. Gentry's office and made Tom Edward's request to Gentry's Supervisor, who said that he would have Gentry write the statement and address it direct to Tom Edwards.

This should close the matter as far as Mr. Edward's assignment to me.

RS:lms

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FEB 27 1967
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ER-46(1)
6537

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 23, 1967

To: MEMORANDUM

SUBJECT: John D y River Bridge
Br. No. 108A
Contract No. 6014

Br. No. 108B
Contract No. 6537

On February 21, 1967, Tom Edwards and I met with three members of the law firm of King & King re: the John Day River Bridge failure. Those present from King & King were:

John W. Gaskins
John A. McWhorter
Paul E. McNutly

Pertinent letters and BPR reports were abstracted from the correspondence files of the project and handed the attorneys. Copies of this material are attached to the yellow (file) copy of this memo. Other material left was:

1. Copy of Volume 2 of 2, Design Memorandum No. 7.
2. Copy of construction contract between U.S.E.D. and State on John Day Dam relocation.
3. Copy (I.D.M. copy) of A. A. Rear's report to R. L. Porter on bridge failure.
4. Original and only personal diary of D. W. Gallaher.
5. Original and only telephone diary of D.W.Gallaher.
6. Transmittal letter and copies of logs of eight test holes put down inside cofferdams of Pier 3 about October 5 to 8, 1962 by U.S.E.D.
7. A roll of 35 mm. construction pictures (negatives).
8. Copy of design memorandum prepared for U.S.E.D. by Howard, Needles, Tammen and Bergendoff on John Day River R.R. bridge.

The attorneys requested that consideration be given to having a "competent" hydraulics expert who would also be an expert witness in a trial. The attorneys may wish to interview L. R. Allen and D. W. Gallaher, this to be determined after further study. Our files will be searched for any additional pictures and prints sent them.

The meeting with the attorneys lasted six hours and the entire sequence of events was discussed and ended by Mr. Gaskins' completion of a tape recording of events as explained to them by Mr. Edwards and myself and from their examination and interpretation of the material furnished them.

Ivan D. Merchant
Bridge Engineer

IDM:mb
cc: Forrest Cooper
R. L. Porter
Tom Edwards

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FEB 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 25 1972

FOR FILING

EW-96(1)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1967

SUBJECT:

To: MEMO TO FILE

On this date, I discussed the John Day Bridge matter with the following members of the law firm of King and King, whose address is: Farragut Building, 1900 17th Street, Washington, D. C.:

John W. Gaskins
John A. McWhorter
Paul E. McNulty

The conference had to do with the discussion of the material we had previously furnished this firm in connection with a possible suit against the Corps of Engineers for damages due to the bridge failure during the 1964 flood.

The matter was discussed in considerable detail. I was requested to arrange for a conference between these attorneys, Tom Edwards, Assistant State Highway Engineer, and Ivan Merchant, Bridge Engineer, to explore the matter in greater detail.

It was the preliminary opinion of the attorneys that the State of Oregon appeared to have ample grounds on which to base a suit in the U. S. Court of Claims. I was also informed that these cases were heard by commissioners and that it would be possible to have the hearing set in Salem or Portland.

I was informed that the attorneys would submit to us a written dissertation covering their analysis of the matter, their recommendations, and a cost estimate.

Forrest Cooper
State Highway Engineer

FC:fn
cc Commissioners
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
George Rohde

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JOHN DAY BRIDGE DATA

1. The original boring logs.

2. Any supplemental logs by Corps or anyone else.

3. Do we have in our possession any cores from any borings.

4. The correspondence between the State and the Corps concerning raising footing elevation.

5. Correspondence between contractor and State re difficulties with Jordan.

6. Sample data or samples or pictures of the foundation material in the reconstruction excavation.

7. Data concerning design conferences; any design conference memos.

8. The Corps' Design Memorandum No. 7.

9. Any memos re Pier 3 design and elevation.

10. Resident Engineer's Diary.

11. The State's specifications and design criteria.

****

TE:ja

2/16/67

John McWhorter
John W. Gaskins
Paul C. McNutty
Gettings

Edwards & Merchat
to meet with King & King 2-21-67

RECEIVED
JAN 26 1972
FOR FILING

ER-96(1)

JOHN DAY BRIDGE DATA

1. The original boring logs.

2. Any supplemental logs by Corps or anyone else.

3. Do we have in our possession any cores from any borings.

4. The correspondence between the State and the Corps concerning raising footing elevation.

5. Correspondence between contractor and State re difficulties with Jordan.

6. Sample data or samples or pictures of the foundation material in the reconstruction excavation.

7. Data concerning design conferences; any design conference memos.

8. The Corps' Design Memorandum No. 7.

9. Any memos re Pier 3 design and elevation.

10. Resident Engineer's Diary.

11. The State's specifications and design criteria.

****

TE:ja

2/16/67

John McWhorter
John W. Gaskins
Paul C. McNutty
Gettings

Edwards & Merchat
to meet with King & King 2-21-67

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FEB 9 - 1967
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ER-96 (1)

6531

February 8, 1967

AIRMAIL

King and King
Attorneys at Law
Farragut Building
17th and "I"
Washington, D. C.

Attention: Mr. John A. McWhorter

Gentlemen:

In response to your telephone call of this date, I am transmitting to you the following material concerning the John Day River Bridge on Interstate 80N in Oregon:

(1) Copy of the 1959 Corps of Engineers contract covering the design of the bridge.

(2) Copy of the 1961 Corps of Engineers contract covering the construction of the bridge.

(3) A copy of the Tudor Engineering Report.

If we can furnish you with anything additional, please let me know and we shall be happy to do so.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde

P. S. We would appreciate your returning the Tudor Engineering report after it has served your purpose.

F.C.

RECEIVED
FEB 9 1967

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 8, 1967

To: MEMO TO FILE

SUBJECT:

On this date, John McWhorter of the law firm, King and King, Washington, D. C., called me and requested additional information for their perusal in connection with the John Day Bridge matter:

(1) A copy of the 1959 Corps of Engineers contract covering the design of the John Day Bridge.

(2) A copy of the 1961 Corps of Engineers contract covering construction of the bridge.

(3) A copy of the Tudor Engineering report.

I told Mr. McWhorter that we would furnish this material to him.

Forrest Cooper
State Highway Engineer

FC:fn

cc Commissioners
R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde

RECEIVED
JAN 31 1972

FOR FILING

EP-76
6237

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 31, 1967

SUBJECT:

To: MEMO TO FILE

At the instruction of the Highway Commission, this date, I called the firm of King and King, Attorneys at Law, Washington, D. C., in connection with a possible suit against the Corps of Engineers re the John Day Bridge matter.

In the absence of John W. Gaskins and Tom Gittings, senior partners, I talked to John McWhorter, who identified himself as a partner of the firm.

I explained to him in general terms the nature of our controversy with the Corps and asked him if their firm would be interested in representing the State of Oregon. He stated that they were and asked that I send him preliminary data for review. This material is being forwarded this date.

I have an appointment to discuss this matter with Mr. McWhorter at 10 a.m. on February 16 in the offices of King and King, 17th and I Streets, Washington, D. C.

Forrest Cooper
State Highway Engineer

FC:fn

cc Commissioners
R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde

RECEIVED
FOR FILING

ER-9611
6537

January 31, 1967

AIRMAIL

King and King
Attorneys at Law
Farragut Building
17th and "I"
Washington, D. C.

Attention: Mr. John A. McWhorter

Gentlemen:

As per my discussion with you this date, I am forwarding data concerning the John Day River Bridge reconstruction on Interstate 80N in Oregon consisting of the following:

1. A copy of our initial letter to the Comptroller dated April 23, 1965.

2. A copy of the Comptroller's reply letter dated June 24, 1965, to which is attached the Administrative Report of the Corps of Engineers.

3. A copy of our reply to the Comptroller General in answer to the above-mentioned Administrative Report of the Corps of Engineers.

4. A copy of our Chief Counsel's letter to the Comptroller General dated December 9, 1965, setting forth further facts and legal citations.

5. A copy of the Comptroller's final decision dated January 24, 1966.

6. Excerpts from Contract DA-45-164-CIVENG-61-103 (pages 1 and 2 and 20 and 21).

7. Statement by Assistant State Highway Engineer Tom Edwards commenting on interpretation of deferred construction clause by Curtis G. Hansens.

I realize that this information is incomplete and sketchy but any additional material will be promptly furnished upon request.

It is my plan to be in your office for a 10 a.m. meeting on February 16 to discuss this matter in detail.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde

TE:ja FC:fn

RECEIVED
JAN 28 1972

1-31-67

STATEMENT

Particular attention is drawn to the statement of Curtis G. Hansens with respect to the intent of the deferred construction clause (Article 8, of Contract No. DA-45-164-CIVENG-61-103). I, Tom Edwards, was also present at the negotiations, representing the Oregon State Highway Department, and I was instrumental in specifically retaining the site of the John Day Bridge within the area to be covered by deferred construction necessitated by the construction of the John Day Dam and Pool.

The reasons were bifold. First, the roadway was being removed from an area which had been known to withstand the floods of previous years; second, because of the risk involved in constructing a high bridge on a new location, the foundations of which were practically all going to be subject to inundation.

Mr. Hansens' statement, which I quote in part -- "...or by damage resulting from constructing the highway in a more hazardous location than it would have been in but for the project (such as rock falls, etc.). The intent was to provide for a 5 year period of seasoning..." is correct in part but does not reflect the intent of the Highway Department personnel, beginning with "...(such as rock falls, etc.). The intent was to provide for a 5 year period of seasoning..."

It was my intent throughout to insure and provide that the cost of any major mishaps which might be attributed

to constructing the highway in a new and more dangerous location be borne by the Corps of Engineers.

Tom Edwards
Assistant State Highway Engineer

TE:ja

January 31, 1967

RECEIVED
JAN 26 1972
FOR FILING

FORM E-30 50M 10-65 SP*23401-734

ER-96(1)
6597

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1967

SUBJECT: John Day Bridge Reconstruction

To: Mr. Forrest Cooper
State Highway Engineer

Building

Pursuant to your request please find attached hereto copies of the following correspondence with the Comptroller General on the above matter:

Our initial letter to the Comptroller dated April 23, 1965.

The Comptroller's reply letter dated June 24, 1965, which is attached thereto the Administrative Report of the Corps of Engineers.

Our reply to the Comptroller General in answer to the above mentioned Administrative Report of the Corps of Engineers.

My letter to the Comptroller General dated December 9, 1965, setting forth further facts and legal citations.

The Comptroller's final decision dated January 24, 1966.

G. E. ROHDE
Chief Counsel

FCMcK:hg

Attachments

NOTED
FORREST COOPER

RECEIVED
JAN 23 1967
FOR FILE

ER-96(1)

6531

January 20, 1967

AIRMAIL

Mr. G. M. Williams
Director of Engineering and Operations
Bureau of Public Roads
1717 "H" Street, N. W.
Washington, D. C. 20235

Dear Mr. Williams:

During our discussion on January 18, you requested information as to the cost participation in the original construction of the John Day River Bridge on I-80N. The following tabulation is for the bridge structure only:

Corps of Engineers	$1,101,471.34
Bureau of Public Roads	826,806.84
State	68,781.16
Total	$1,997,059.34

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fn

cc A. W. Parsons
R. L. Porter
Victor D. Wolfe
L. H. Young

Tom Edwards
Ivan Merchant

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JAN 20 1967
FOR FILES

ER-96(.)
6537

Salem, Oregon
January 20, 1967

Forrest Cooper
State Highway Engineer

OFFICE

You asked for the arithmatic as to the division of funds on the John Day Bridge on I-80N. The tabulation that follows is for the bridge structure only.

U.S.E.D.	$1,101,471.34
F.A.I.	826,806.84
State	68,781.16
Total	$1,997,059.34

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Victor D. Wolfe

RECEIVED
JAN 25 1967

FOR FILING

EK-11a(1)

65-17

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 18, 1967

SUBJECT:

To: MEMO TO FILE

On this date, I discussed the following items with G. M. Williams, Director of Engineering, Bureau of Public Roads, in his office in Washington, D. C:

(1) The controversy that we are having with the Bureau over Executive Order 11258 - Prevention, Control, and Abatement of Water Pollution by Federal Activities.

Mr. Williams suggested several possible "compromises", none of which I could see the relationship of the State and Federal Government in this matter; namely, the State taking the risk and the Federal Government remaining aloof. I told Mr. Williams that this was the basis of our objection and asked that some consideration be given to either modifying the ruling to fit our laws or that the Bureau assume the financial responsibility.

Mr. Williams promised to study the matter and give me the word at a later date.

(2) I discussed with Mr. Williams the matter of acceptance, as a completed project, the John Day Bridge reconstruction in Gilliam County, I-80N.

Mr. Williams discussed the financial aspects of this matter at some length. I told him that I would furnish to him the cost participation in the original construction which I have done.

Mr. Williams said he would review the matter and issue an order at a later date. He

also stated that it was his thinking that if we intended to bring suit against the Corps of Engineers, the Federal Government would have to withhold payment of Emergency Funds until this matter had been adjudicated.

(3) I discussed the matter of rebuilding interchanges on I-5 as a part of the reconstruction to six lanes of the Willamette River-Barbur Boulevard Section in Clackamas and Washington Counties. I gave Mr. Williams a copy of our sketches showing the present impaired clearance and what we proposed under the reconstruction. I also informed him as to the costs and requested approval of the revised package.

Mr. Williams was unable to give me the answer but said that he would study the matter, discuss it with his people, and give us the word.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
F. B. Klaboe
Tom Edwards
Victor D. Wolfe

JOHN DAY BRIDGE

1. Completed deck in cold weather basically due to unavailable T-1 steel.

2. Deck slightly frosted on east end (last part of pour).

3. Tests and inspection revealed that one batch (five cubic yards) of concrete in middle of pour was sub-standard. This placed near middle of westerly two spans replaced. Tests indicated only approximately 50 percent of specified cement content. Approximately 200 square feet involved.

4. Contractor was penalized 50 percent of value of five-yard batch of concrete.

5. Contractor was penalized for cost of epoxy coating and treating of both frosted and poor concrete.

6. Tokerud, Division Bridge Engineer, has recommended to Region that acceptance of entire repair job be delayed two years to determine if epoxy repair is satisfactory. Region office has not yet ruled.

1/11/67

December 30, 1966

AIRMAIL

Mr. A. E. Johnson
Executive Director
American Association of State
Highway Officials
341 National Press Building
Washington, D. C. 20004

Dear Mr. Johnson:

On June 7, 1966, the Bureau of Public Roads issued Instructional Memorandum 20-3-66 under the subject, "Executive Order 11258 - Prevention, Control, and Abatement of Water Pollution by Federal Activities". A copy of the document is enclosed. Copies of pertinent correspondence between the State of Oregon and the local Bureau of Public Roads' office are also enclosed.

It is our conviction that we cannot comply with this Instructional Memorandum without causing serious jeopardy to the State. We also feel that our standard specification, combined with existing state law, adequately provides for the pollution control of streams insofar as contractor operation in pits is concerned.

We will resist the Bureau of Public Roads on this matter. However, our resistance probably will not mean much unless the states and/or the American Association of State Highway Officials also feel inclined to do so.

Any suggestions you might have in this regard will be greatly appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.

cc R. L. Porter
Victor D. Wolfe
Fred Klaboe
George Rohde
L. H. Young
F. D. Morgan

LIST OF ENCLOSURES

Executive Order 11258

Letter from Klaboe to Parsons dated December 20, 1966

Letter from Parsons to Cooper dated October 27, 1966

Letter from Klaboe to Parsons dated October 3, 1966

Letter from Parsons to Cooper dated September 22, 1966

Letter from Klaboe to Parsons dated September 13, 1966

Instructional Memorandum 20-3-66 dated June 7, 1966

COMMITTEE ON PUBLIC WORKS
House of Representatives
Room 1304, Longworth House Office Building
Washington, D.C.

Memorandum

Mr. Bob Wallick
Steptoe & Johnson
223-4800

Mr. Jim Lewis
Hudson & Crecyke
HU.3-2500

Mr. Willie Fox(Formerly with the Corps)
Fox & McGregor
347-0503

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JAN 24 1972
FOR FILING

ER-96(1)
6537

From Clifton W. Enfield
Minority Counsel

COMMITTEE ON PUBLIC WORKS
House of Representatives
Room 1304, Longworth House Office Building
Washington, D.C.

Memorandum

January 16, 1967

The law firm of King & King (Farragut Bldg., D.C.; telephone number--296-5195) is one of the oldest firms practicing before the Court of Claims, and has a national reputation and a substantial degree of success in the handling of claims litigation. The two outstanding attorneys of this firm who practice regularly before the Court of Claims are John W. Gaskins and Tom Gittings. Mr. Gaskins is the older and senior of the two. Both have written articles in law journals and other legal works with respect to claims against the government and are active in the trial of such cases.

From Clifton W. Enfield
Minority Counsel

Form CD-121
(11-63)
(Prev. by
A.O. [illegible])

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 16, 1967

In reply refer to: 08-35.6
XRef: I-80N-4(5)112

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project ER-96(1)
John Day River Bridge Reconstruction

With reference to Mr. Edwards' letter of January 3, we attach hereto a copy of an inspection report dated November 23, 1966 which discusses the problem of substandard concrete in a portion of the deck on this project.

The work on this project has been completed in substantial conformity with the plans and specifications, with the exception of the small area of deck slab in Span #4 which was found to be substandard. As discussed in the inspection report, final acceptance of the project will be withheld for a period of two years so that we can observe the performance of and judge the adequacy of the remedial work performed in the area of substandard concrete. If the affected area of slab has to be replaced, it should become apparent within the two-year period.

In this regard, we call your attention to our memorandum to you dated October 18, 1966, wherein we questioned your proposed solution and requested further information and test results. This information was not furnished until after the work was performed. The remedial work, even though nonparticipating, should have had the prior approval of this office.

As you know, there can be no Federal-aid payments made toward the reconstruction of the John Day Bridge under the ER Project until a determination has been made as to the fiscal responsibility for this project.

We believe it is important that the deck area in question be inspected at frequent intervals. The epoxy overlay prevents effective inspection of the concrete from above. We therefore recommend that you provide some means for access to the underside of the deck to permit close inspection of the concrete.

Enclosure

Copy - Memorandum 1-18-67
to you
Hahn

NOTED
TOM EDWARDS

RECEIVED
JAN 19 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

FORM PR-33A (REV. 3-68) cc: OSHD(Klaboe)
OSHD(Edwards) CONTACT
Region ~~INTERMEDIATE~~
Tokerud

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
mr. Cooper

CONSTRUCTION INSPECTION REPORT

eg:saf

(PPM 20-6.1)

REGION NO.	REPORT NO.	COUNTY	STATE
8	Contact	Gillian	Oregon
DATE OF INSPECTION	INSPECTION MADE BY		PROJECT NO.
11-23-66	R. H. Tokerud, Div Br Engr		ER-96(1)

IN COMPANY WITH R. Stevenson, Regional Br Engr; I. Merchant, State Br Engr; and H. Hughlett, State Br Supt.

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
See remarks	Unsatisfactory	100+ %	100 %

REMARKS (1) COMPLETED WORK; (2) WORK IN PROGRESS; (3) COMMENTS AND RECOMMENDATIONS

JOHN DAY RIVER BRIDGE RECONSTRUCTION
COLUMBIA RIVER HIGHWAY

1. COMPLETED WORK:

Work has been completed in substantial conformity with the approved plans and specifications with the following exceptions:

a. A small area of substandard deck slab in Span #4 as described and reported under 3a below. In view of the unpredictable behavior of this deck, final acceptance should be withheld for a period of two years to observe performance and for replacement of deck by the State if found necessary.

b. Some minor State force work yet to be accomplished as described under 3b below.

2. WORK IN PROGRESS:

No work in progress.

3. COMMENTS AND RECOMMENDATIONS:

a. After the structure had been opened to traffic for several months, it was discovered that an area of deck slab in Span #4 was of different color and texture than the remainder, and also contained several cracks. The area so affected represented one truck load of concrete. Four cores were taken within the affected area and compared with four cores taken from adjacent areas. Visual observation of the cores and laboratory testing revealed that the concrete was definitely substandard. The cement content and strength of the cores from the affected area were less than half of that on one core from a good area. Copies of the laboratory

(more)

EDITION OF 5-60 MAY BE USED

reports are attached. It seems obvious that one truck load was used which somehow had a big deficiency in cement content. The State considered the matter and decided to seal all cracks in the affected area and then apply an epoxy overlay. This extra work was not submitted for Bureau approval. The amount deducted from the contractor for this purpose should not be claimed by the State as a participating item. It is the writer's opinion that a better solution would have been to remove and replace the substandard concrete. This, however, would have involved considerably more inconvenience to the public in that it would have required the closing of 2 lanes of the 4-lane bridge for several days.

It now remains to be seen how well the repaired area will hold up. The State will make frequent inspections of the area, but unfortunately the epoxy overlay will prevent effective inspection of the concrete from above. It is recommended that an installation be made so that access can be had to the underside of the deck for inspection purposes. In view of the questionable area of deck slab, it is recommended that we defer our final inspection of this project for a period of two years in order to observe and judge the adequacy of the repair work performed.

b. The State force work referred to under "1" above involves the blocking of certain spans in their respective longitudinal position in order to maintain uniform and proper openings at the expansion joints between adjacent spans. The fact that some of the joints had closed and others opened was discussed briefly in the previous contact inspection report dated May 3. The concrete spalling referred to therein was minor and will require no remedial work. The minor longitudinal movement of several spans is not surprising considering that two intermediate spans were reconstructed while the remaining spans had to be repositioned by jacking following the collapse of Pier #3 and Spans #4 and #5. The minor movement is not considered serious or detrimental; however, the State prefers to install bumpers in order to maintain the openings nearer to the specified 1-1/2".

(more)

c. A portion of the deck slab in Span #5 suffered some minor damage from surface freezing of the green concrete. This has been satisfactorily repaired by State forces by application of Concresive No. 1064-3 epoxy resin and Joplin grits No. 7. An appropriate reduction was made in payment to the contractor to cover the cost of this work by State forces. The cost of the treatment came to 43¢ per sq. ft. for an area of about 7,000 sq. ft.

d. The Bureau has concurred in a 59-day time extension on Unit 1 (opening to traffic) of which 56 days are due to delay in delivery of heat-treated structural steel and 3 days are due to delays caused by repositioning of Pier #4 and Span #6 by State forces. This leaves 125 days for which the State will assess liquidated damages or grant additional time on a nonparticipating basis. On Unit 2 covering the painting and all other work necessary to complete the job, the completion date overran by 142 days. The State proposes to grant a 79-day nonparticipating extension, leaving 63 days of liquidated damages at $30 per day for this unit. Credits should be made for the entire amount in determining the participating costs.

e. A price agreement has been prepared for reimbursing the contractor in the amount of $895.83 for additional costs due to delays caused by repositioning Pier #4 and Span #6 by State forces.

Form E-68-GM-1-61

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

Project	John Day River Bridge	Prefix No.	611-1066
Highway	Columbia River	County	Gilliam-Sherman
Contractor	General Const. Co. Contract No. 6537	F. A. Project No.	ER-96(1)
Submitted by	Al Rear	Date Reported	Oct. 11, 1966
		Laboratory Charges	$75.00

REPORT ON SAMPLE OF CONCRETE CORES

Source of material	Bridge deck		
Sampled or inspected at	Bridge site		
To be used		Date received	Sept. 8, 1966
Sampled or inspected by	Materials Division	Quantity represented	

TEST RESULTS

Laboratory No. 799132

Data Sheet No. None

Eight cores were taken Sept. 8, 1966, by the Materials Division under the direction of the Asst. Br. Engr. Cores were marked consecutively 1 to 8. Cores numbered 3 & 4 were designated for analysis. The following results were obtained.

	(Bad area) Core No. 3	(Good Area) Core No. 4
Bulk unit wt., lbs. per cf.	136.6	145.5
Sat. surface dry bulk unit wt., lbs./cf.	144.4	150.4
Apparent unit wt., lbs. per cf.	156.1	158.0
Le Chatelier unit wt., lbs. per cf.	170.0	166.6
Absorption %, Dry wt.	5.7	3.4
Calculated air content (Entrained) %	8.2	5.1
Strength, psi compressive	1410	4323
Cement content (CaO Basis) %	6.6	14.0
Calculated sks. per cy.	2.59	5.85

Air content is based on assumption that water cannot be absorbed into entrained air voids and is represented by the difference between the apparent unit wt. and the Le Chatelier unit wt.

The space to permit absorption is considered to be provided by the water content in the mix over that required for hydration. On the basis of

Material as represented by this sample (does) (does not) comply with specifications.

cement present in Core #3 the w/c calculates to be approx. 1.3 plus 0.3 needed for hydration.

TEST REPORT DISTRIBUTION:

Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer — Putnam
Resident Engineer
Dist. Maint. Supt.
Foreman
Files
A. Rear
[illegible] Edwards

NOTED
R. W. ELLISON

R. W. Ellison

Engineer of Materials

Form S-00-4M-1-61

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project John Day River Bridge
Highway Columbia River
Contractor General Construction Co. Contract No. 6537
Submitted by Al Rear

Prefix No. 611-1066
County Gilliam - Sherman
F. A. Project No. ER-96(1)
Date Reported Dec. 20, 1966
Laboratory Charges $15.00

REPORT ON SAMPLE OF CORE #4 (From bad area)

Source of material Bridge Site
Sampled or inspected at Bridge Deck
To be used
Sampled or inspected by A. Rear - R. Delany

Date received Dec. 16, 1966
Quantity represented

TEST RESULTS

Laboratory No. 808352
Data Sheet No. None

CORE #7

Original Length	= 8.1"
Cut Length	= 7.2"
Diameter	= 4.0"
Load	= 23,300 lbs.
Psi	= 1854

Corrected for L/D 1854 x 98 = 1824 psi

Endorsement by BPR Div. office.

Average strength of 4 cores (age 1 year) from bad area = 1890 psi
Strength of one core (" ") from good area = 4323.
As indication of quality of concrete in general, the average 28 day cylinder strength (Record Samples) on 12 Clys was 5000+ psi
PXH
1/6/67

Material as represented by this sample (does) (does not) comply with specifications.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer Putnam
Resident Engineer Abernathy, Glen
Dist. Maint. Supt.
Foreman
Files
Ellison

...UTED
R. W. ELLISON

O. A. White
Engineer of Materials

Form E-68—626—1-66

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project John Day River Bridge
Highway Columbia River
Contractor General Constr. Co. Contract No. 6537
Submitted by A. Rear

Prefix No. 611-1066
County Gilliam-Sherman
F. A. Project No. ER-96(1)
Date Reported Dec. 15, 1966
Laboratory Charges $30.00

REPORT ON SAMPLE OF CONCRETE CORES #2 & 6 (Bad Cores)

Source of material John Day River Bridge
Sampled or inspected at Job Site
To be used
Sampled or inspected by A. Rear & R. Delany

Date received Dec. 12, 1966
Quantity represented

TEST RESULTS

Laboratory No. 807920
Data Sheet No. None

Core No.	2	6
Original Length	7.6"	8.4"
Sawed Length	5.9"	6.2"
Diameter	4.0"	4.0"
Load	35,900	20,600
Load Corrected for L/d	34,320	19,858
PSI	2730	1580

NOTED
R. W. ELLISON

Material as represented by this sample (does) (does not) comply with specifications.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
* Bridge Engineer
Requisition Office
* Division Engineer Putnam
* Resident Engineer Abernathy, Glen
Dist. Maint. Supt.
Foreman
* Files
* General Constr.

NOTED
IVAN D. MERCHANT

O. A. White
Engineer of Materials

RECEIVED
JAN 3 - 1967
FOR FILING

ER-96 (1)
6537

January 3, 1967

Mr. H. A. Dick, Jr.
Vice President
General Construction Company
4850 N. W. Front Avenue
Portland, Oregon 97208

Dear Mr. Dick:

We attach a copy of our proposal to the Bureau of Public Roads regarding the acceptance of the John Day Bridge reconstruction project.

I have been unable to contact Mr. Bruce Davis to advise him, as I did you, that we cannot proceed to close out the contract until we do have acceptance from the Bureau.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

Enc.

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
L. H. Young

January 3, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: John Day River Bridge
Reconstruction
Contract No. 6537

Dear Sir:

After long negotiation, we have reached an agreement for final settlement of the problems arising from reconstruction of the John Day Bridge. They consist of the following:

1. We had previously agreed that the repositioning of the piers under force account had delayed Bethlehem Steel Corporation three days. Our Resident Engineer states that, in truth, the steel erection operation was at a slow bell through most of the fourth day and we have, therefore, agreed to extend the time an additional day.

2. Due to the unfavorable curing weather, the structure was not opened to traffic until February 1. The time of opening was based on breaking of test cylinders and an extremely extensive "Swiss Hammer" test. It is the contractor's contention that the structure could have been opened January 10 instead of February 1. The probability is that the truth is somewhere in between and we have agreed that the last day of penalty shall be January 20. This grants the contractor a time extension of 11 days, from January 20, 1966 to February 1, 1966.

3. It was apparent after the bridge had been opened to traffic that one batch of concrete (a 5-yard load) placed in the deck was substandard. The cause cannot be determined; it may have been by reason of the cement hopper failing to discharge properly or any number

of other causes. We have, therefore, deducted from the contractor one-half of the value of five yards of concrete.

4. We have placed an epoxy covering over all of the area which exhibited any sign of being singed by frost. The cost of this cover was $2,976.05 and will be deducted from the contractor.

5. In the area where the one load of concrete which was apparently substandard was detected, any cracks in the deck which were apparent were pressure-pumped with epoxy material. This cost $192.50, the cost being borne by the State.

The corrective measures have now been in place nearly two months and appear to be entirely satisfactory. We would request your acceptance of this project based on this settlement.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

Mr. H. A. Dick, Jr.
bc General Construction Company
4850 N. W. Front Avenue
Portland, Oregon 97208

bcc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
L. H. Young

FORM E-30X—50M—2-66 SP°23500-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 2, 1966

To: Mr. Tom Edwards
Assistant State Highway Engineer

BUILDING

SUBJECT: John Day R. Br. Reconstruction
Contract No. 6537
Final Settlement

As per your instructions, I met with Mr. Jack King of General Construction Company on December 2, 1966, for the purpose of determining a final settlement on the subject project. The items covered and their tentative resolutions are as follows:

1. Contractor agrees to accept penalty of one-half of the bid price per cubic yard for the 5 cubic yards involved in the one load of sub-standard concrete poured in the deck of Span 4.

   Amount of penalty = 1/2 ($75.58)(5) = $188.95

2. Contractor agrees to pay actual costs for placing epoxy overlay on areas of deck as completed by State crews during the period October 31st thru November 3, 1966.

   However, since contractor has agreed to penalty on the load of poor concrete, he does not feel he should also pay for repair of this section and cost of pumping epoxy into same should not be charged against him.

   The charge against the contractor for epoxy overlays will be $3,168.55 less $192.50 (cost of pumping) or $2,976.05.

3. Date upon which structure was opened to traffic shall not be included in day count for assessment of liquidated damages.

   Contract reads that "work required to open the structure to traffic shall be completed on or before

NOTED
TOM EDWARDS

August 1, 1965." This is interpreted to mean that the day the structure is opened to traffic is not chargeable as part of liquidated damages.

4. Delay to Bethlehem Steel Corporation (sub-contractor) is agreed to be 4 days instead of three as previously allowed this based on a conversation (12/2/66) with Don Gallaher, former resident bridge engineer on the job. Gallaher states that work of re-positioning Pier 4 greatly interfered with Bethlehem's work most of the day and Bethlehem finally moved from that location at 2:30 PM on November 2, 1965. Thus, interference with Bethlehem work extended from November 2nd thru November 5th, inclusive, a period of four days.

5. Contractor has contended that the structure was ready to open to traffic on January 10, 1966. The State actually opened same on February 1, 1966. Contractor agrees that the deck in Span 5 may not have been of sufficient strength to carry traffic on January 10th, but contends that field-cured test cylinders were not cared for in the manner prescribed by AASHO and thus do not tell the true story. We agrees that "Swiss hammer" results are the most accurate indication of the true strength of the deck concrete which we have available. The results of "Swiss hammer" tests taken by Al Rear on January 20, 1966, show that the average strength of the deck at each of the eight points where tests were made was 2,500 psi or more except one location which averaged 2,460 psi. This would allow a determination that the deck had a strength of 2,500 psi or more which would be sufficient to allow opening the structure to traffic.

The contractor thus agrees that the last day of penalty relative to opening the structure to traffic shall be January 20, 1966.

Total Deductions from Contractor

Liquidated damages prior to opening to traffic - - - 110 days @$150	$16,500.00
Liquidated damages prior to completion of painting (Same as letter of October 11, 1966) - - - 63 days @$30	$ 1,890.00

Penalty for sub-standard concrete in Span 4	$ 188.95
Cost of epoxy overlay work by State Forces	$ 2,976.05
Total	$21,555.00

If this meets with your approval, I will write Mr. King outlining the points of our meeting and verifying the money value we discussed.

R. W. Ellison

Robert W. Ellison
Bridge Construction Engineer

[redacted]mb
cc: Ivan D. Merchant
A. A. Baer

Costs incurred by Bridge Crew No-162-04. John Day Or 0102-B.
Oct. 31 thru Nov. 3, 1966. Prefix - 611-1066-262-02

Pumping & sealing cracks, Sandblast cleaning and placing, A.E. Epoxy overlay with Joplin Abrasive #7 grits. Total area 775 sq yds.

Labor, & Payroll additives 21% - 4 days.		599.77
Living Expenses	"	205.75
Equipment charges		122.00

Pumping cracks, 85 lin ft.
H. Kinzey, Adhesive Engr Co, Portland.

Equipment + 2 Men. 8-Hrs. @ 18.75		150.00
Epoxy Concresive #1050-15 Pumping Adhesive Materials		25.00
Expenses		17.50
	Pumping.	192.50

Materials for overlay

Sandblasting materials	50 Sacks @ 1.08	54.00
Abrasive Joplin Grits #7	125 " @ 1.55	193.75
A.E. Epoxy Resin Concresive #1064-3,	250 Gal @ 6.80	1700.00

Rufus Maint. Crew. Hauling materials.

Labor	54.53
Equipment Rental 1 Truck 4 days.	46.25
Total. —	$3168.55

Actual Costs - From [illegible]

4.09 ^ yd.
.45½ ^

REPORT TO

THE CONGRESS OF THE UNITED STATES

REVIEW OF CIRCUMSTANCES RELATING TO THE COLLAPSE OF THE JOHN DAY RIVER BRIDGE ON INTERSTATE ROUTE 80N IN THE STATE OF OREGON

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE
AND
CORPS OF ENGINEERS (CIVIL FUNCTIONS)
DEPARTMENT OF THE army

Report in Library

BY

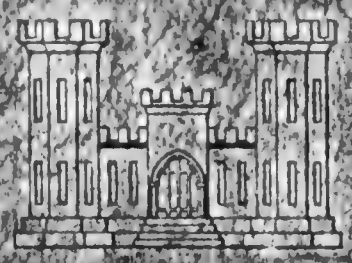
THE COMPTROLLER GENERAL OF THE UNITED STATES

DECEMBER 1966

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS

FLOOD OF DECEMBER 1964
PROJECTS AND PROJECT EFFECTS

Reports Library



OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON

REPORT ON

COLLAPSE OF THE JOHN DAY RIVER BRIDGE

STATE OF OREGON

Report in Library

TUDOR ENGINEERING COMPANY • SAN FRANCISCO
CONSULTING ENGINEERS

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JAN 26 1967

FORM E-123X 50M 7-66

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

EK-16(1)
6527

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
R. L. PORTER

December 27, 1966

General Insurance Co.
P. O. Box 2105
Salem, Oregon

Attention: Ray Wilkerson

Re: Our File L-____
CLC 64-54 (b)
U. S. Dist. Ct.
Civ. No. 66-596
Dickson v. U. S., et al
John Day River Bridge
December 22, 1964

Gentlemen:

Enclosed is a copy of Summons and Complaint in the above action. As we advised you by telephone on December 23, the defendants Porter, Merchant, Paxson and Edwards were served on December 22, all in Marion County. We will keep you advised as we learn of service on the other defendants who are present or past highway department officers and employees, including the commissioners, Jackson, Fridley and Simpson, and defendants Cooper, Gallaher and Stephenson.

The defendant Gallaher was actually resident engineer on this project, and there was no apparent necessity for the naming of a "John Doe" resident engineer. We are not advised as to who "R. C. Allen" is, but the intent might have been to designate "L. R. Allen," an engineer formerly employed in our bridge division.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

NOTED
FORREST COOPER

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DEC 27 1966
OFFICE OF
STATE HIGHWAY ENGINEER

AHJ:gw
Enc.
cc: R. L. Porter
Tom Edwards
Ivan Merchant
G. E. Rohde
F. C. McKinney

p.s. I have been asked to clarify that any remarks in our telephone conversation about desirability of settlement contemplated unusually high defense costs, rather than lack of a meritorious defense.

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JAN 16 1967
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Ex 9a (.)

6237

NOA
12-19-66

Transcript of NOA item re John Day Bridge at December 19 Commission Meeting

JACKSON: Last week the GAO report was made public covering the collapse of the John Day Bridge. The facts are it would appear on the basis of the report, that the State unilateral action changing the specifications of the pier which resulted in the collapse and no confirmation of any agreement had taken place for a rather extended period of time after the specifications had been changed. Now the understanding of the Commission is this, that (1) that these specifications initially were not detailed specifications which allowed a considerable leeway insofar as the pier foundations. (2) That this was an on-the-job decision made by representatives of the Bureau, Corps, and the State of Oregon. And that the confirmation of this (inaudible). In addition to that Corps equipment was used in tests to determine whether or not we should change the specifications insofar as the pier was concerned and that after all of this had been filed, letters received by the State of Oregon confirming the action of the federal agency involved that the job was accepted by the Corps of Engineers as a part of the overall reconstruction required on the John Day Dam. Now, Mr. Cooper, I would like you to state for the record the sequence of events in this matter and file copies of the correspondence received with the Secretary for public inspection.

NOTED
FLOYD QUERY

COOPER: I have not read copies of the report to which you refer. (Inaudible) There was no change of any kind in the contract specifications. The contract itself specifically states that any on the job changes are a part of the contract. The changes were discussed in the field by the 3 agencies who are (inaudible) testing the pier foundations which was done by the Corp of Engineers (inaudible). The elevation at the bottom of the pier was determined in the field with knowledge that three agencies could clear in writing by the other two agencies, the State of Oregon being the contracting party. (inaudible) The job as a part of the contract (inaudible).

JACKSON: Just to get the record straight it should also be recorded that the State Highway Commission proposes to stand on record in the acceptance of this job by the Corps of Engineers as a part of the overall cost of the project.

FORM PR-33A
(REV. 3-58)

cc:OSHD

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Brooks E
Glafe nig
Girun

~~INTERMEDIATE~~ CONSTRUCTION INSPECTION REPORT

(PPM 20-6.1)

5-3-66

REGION NO.	REPORT NO.	COUNTY	STATE
8	Contact	Sherman, Gilliam	Oregon
DATE OF INSPECTION	**INSPECTION MADE BY**		**PROJECT NO.**
5-3-66	R. W. Pillsbury, Bridge Engineer		ER 96(1)
IN COMPANY WITH			
--			
QUALITY OF WORK	**PROGRESS OF WORK**	**TIME ELAPSED**	**WORK COMPLETED**
Satisfactory	Unsatisfactory	242.7 %	96 %

REMARKS (1) COMPLETED WORK; (2) WORK IN PROGRESS; (3) COMMENTS AND RECOMMENDATIONS

JOHN DAY RIVER BRIDGE RECONSTRUCTION
COLUMBIA RIVER HIGHWAY

(1) Work on this project is complete except for painting of the structural steel. Traffic was routed over the bridge on February 1, 1966. On this date there were four paint pots and painters, one pot tender, and a foreman painting steel at Pier 3.

Span 4 steel had been sandblasted and the first coat of red lead painted halfway down throughout the span. The painting operation is progressing at a good rate and should be completed in the near future.

The deck expansion joint at pier 3 was observed, both from above and below, and found to be closed very much more than should be. The opening between the steel angle plates was estimated at less than 1/4" and the concrete deck below the steel plates was in contact and caused the concrete spall both on top and at the bottom of the joint. A similar condition was noted at Pier 2, where the steel angles had approximately 1/2" clearance but the concrete

NOTED
TOM EDWARDS

(more)

NOTED
TOM EDWARDS

EDITION OF 5-60 MAY BE USED

appeared to be in contact below. Close observation from beneath the deck was not possible at this location, however. It is recommended that these joints be observed through the summer to determine adequacy of the bridge.

It was reported by the paint foreman that the guardrail post bolts and splice bolts were loose on the spans other than the newly reconstructed spans, and that he had tightened same. This was unverifiable at this time.

It was noted that the grout pads under the posts were in some cases starting to crack and spall. It is possible that both of these conditions are caused by the vibrations in the structures, from the trucks crossing it. It is recommended that observations be made of these conditions to see if any corrective measures are required in the future.

RECEIVED
DEC 14 1966
STATE HIGHWAY ENGINEER

RECEIVED
DEC 6 - 1966

ER-96(1)

6537

December 6, 1966

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

A post-final payment for $895.83 will be made to General Construction Company on Contract No. 6537 for reconstruction of the John Day River Bridge on the Columbia River Highway in Gilliam and Sherman Counties, as soon as the warrant is prepared.

The total amount paid on this contract will be $806,288.09 including the post-final payment. Of the total $87,288.29 is for force account work.

Very truly yours,

Floyd Quarry, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc General Construction Company
P.O. Box 3845
Seattle, Washington

C.A. Tomassene & Sons
100 Building
Portland, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
NOV 29 1966

ER-96(1)
6537

November 29, 1966

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

Contract No. 6537 awarded to General Construction Company for reconstruction of the John Day River Bridge on the Columbia River Highway in Gilliam and Sherman Counties was completed on June 16, 1966, and accepted by the Highway Commission on November 28, 1966.

Final payment in the amount of $21,457.62 will be released to the contractor after December 6, 1966. The total contract amount is $807,392.26 including $87,288.29 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc General Construction Company
P.O. Box 3845
Seattle, Washington

C.A. Tomassene & Sons
ICO Building
Portland, Oregon
L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
NOV 29 1966
FOR FILING
ER-9a(1)
6537

November 28, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed June 26, 1966, on Contract No. 6537. The contract was with General Construction Company and was for reconstruction of the John Day River Bridge on the Columbia River Highway in Gilliam and Sherman Counties.

As the contractor has completed all work according to specifications, we recommend that you accept the project effective November 28 and that you concur in this procedure at the Commission meeting on December 19.

It is assumed that if you have no objections to this action and you do not advise us to the contrary, we may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
L. H. Young
Ivan Merchant
C. H. Maison
J. F. Putnam

bg fn

RECEIVED
NOV 17 1966
FOR FILING

FR-96 (1)
6537

November 17, 1966

Mr. H. A. Dick, Jr.
Vice President
General Construction Company
4850 N. W. Front Avenue
Portland, Oregon 97208

Dear Mr. Dick:

We acknowledge receipt of your letter of November 10 concerning your return of the final estimate for Contract 6537.

We are currently in the final stages of working out settlement of the additional claims which you have submitted.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
C. H. Maison (enc.)
Ivan Merchant (enc.)
L. H. Young (enc.)

GENERAL CONSTRUCTION COMPANY

•

GENERAL CONTRACTORS

•

4850 N. W. FRONT AVENUE
BOX 2768
PORTLAND, OREGON 97208

November 10, 1966

Oregon State Highway Department
Salem, Oregon 97310

Attention: Mr. Tom Edwards

Gentlemen:

We have signed and return herewith the "Final" estimate for Contract 6537 in the amount of $21,457.62. In accordance with Paragraph 9-16 Section 9 of the Specifications, we wish to state that we do not accept the amount as specified in the final estimate. Certain claims have been submitted, prior to this date, which will alter the amount due when they are resolved.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

H. A. Dick, Jr.
Vice President

HAD/hy
Encls.

RECEIVED
NOV 14 1966
OFFICE OF
STATE HIGHWAY ENGINEER

GENERAL CONSTRUCTION COMPANY
BOX 2768
PORTLAND, OREGON 97208

RECEIVED
OCT 24 1966
FOR FILING
6537

21 October 1966

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon 97310

Reference: Contract 6537, John Day River Bridge Reconstruction

Dear Mr. Cooper:

We are in receipt of your letter of 11 October 1966 in regard to resolution of liquidated damages on the above-referenced contract.

Your proposal for relief from liquidated damages because of non-availability of special heat-treated steel and delay resulting from force account work on pier and span repositioning is acceptable with the following minor qualifications:

1. Actual delay in opening the bridge to traffic is indicated as 184 days. Our determination of this delay, as well as the figure shown on Estimate No. 17 (semi-final) dated 7 October 1966, is 183 days. The probable reason for this difference is in the wording of completion time limits in the Special Provisions. Since it is indicated that work shall be completed on or before 1 August 1965, it is our interpretation that the first day of liquidated damage assessment is 2 August 1965. Based on opening the bridge to traffic on 1 February 1966, the last day of assessment is 31 January 1966 and the total day count is 183.

2. The delay in erection of structural steel occasioned by force account work is allowed in the amount of three days. Since the total delay involved, as covered in Bethlehem Steel Corporation's letter of 16 August 1966 and transmitted to the Resident Engineer with our letter of 23 August 1966, amounted to four days, your advice on this difference is requested.

COPY

NOTED
FORREST COOPER

GENERAL CONSTRUCTION COMPANY
BOX 2768
PORTLAND, OREGON 97208

The proposal to deduct monies for epoxy treatment of the concrete deck surface at the east end of Span 5 and an area of the deck near Pier 3 where tests show substandard concrete is acceptable. Mr. Tom Edwards has advised that a breakdown of the $5,370.00 estimated cost between the two areas involved would be furnished, as well as laboratory reports on tests performed on the substandard concrete near Pier 3 and a description of the specific location of this area. To date, the laboratory report has been received, but not the cost breakdown or location description.

One further matter relative to final settlement of liquidated damages on this project was not mentioned in your letter of 11 October 1966. Our letter to the Resident Engineer of 10 January 1966 advised that all work required to open the bridge to traffic was completed on 10 January 1966 and requested that liquidated damages be adjusted accordingly. The reply, dated 26 January 1966, advised that concrete tests over a portion of the Span 5 deck indicated strength not meeting contract requirements and therefore the State was not accepting the deck on this span. It also notified of plans to open the bridge to traffic on 1 February 1966. Since the contention that deck concrete did not meet contract requirements was contrary to our interpretation of the specifications on several counts, a letter was directed to you on 4 February 1966 stating our position and asking reconsideration of the request contained in our letter of 10 January 1966. No direct reply was received to this letter, although your letter of 25 April 1966 stated that concrete in Span 5 is structurally adequate and acceptable to the State except for surface requirements.

It is therefore requested that this situation and the related correspondence be reviewed for the purpose of allowing due consideration to our request by letter of 10 January 1966. It is our position that since all work necessary to open the bridge to traffic was completed on 10 January 1966, this date is applicable for assessment of liquidated damages rather than 1 February 1966, the date selected by the State for opening to traffic.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

H. A. Dick, Jr.
Vice President

HAD/hy

COPY

Form 8-60-456-1-64

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project	John Day River Bridge	Prefix No.	611-1066
Highway	Columbia River	County	Gilliam-Sherman
Contractor	General Const. Co. Contract No. 6537	F. A. Project No.	ER-96(1)
Submitted by	Al Rear	Date Reported	Oct. 11, 1966
		Laboratory Charges	$75.00

REPORT ON SAMPLE OF CONCRETE CORES

Source of material	Bridge deck		
Sampled or inspected at	Bridge site		
To be used		Date received	Sept. 8, 1966
Sampled or inspected by	Materials Division	Quantity represented	

TEST RESULTS

Laboratory No. 799132
Data Sheet No. None

Eight cores were taken Sept. 8, 1966, by the Materials Division under the direction of the Ass't. Br. Engr. Cores were marked consecutively 1 to 8. Cores numbered 3 & 4 were designated for analysis. The following results were obtained.

	Core No. 3	Core No. 4
Bulk unit wt., lbs. per cf.	136.6	145.5
Sat. surface dry bulk unit wt., lbs./cf.	144.4	150.4
Apparent unit wt., lbs. per cf.	156.1	158.0
Le Chatelier unit wt., lbs. per cf.	170.0	166.6
Absorption %, Dry wt.	5.7	3.4
Calculated air content (Entrained) %	8.2	5.1
Strength, psi compressive	1410	4323
Cement content (CaO Basis) %	6.6	14.0
Calculated sks. per cy.	2.59	5.85

Air content is based on assumption that water cannot be absorbed into entrained air voids and is represented by the difference between the apparent unit wt. and the Le Chatelier unit wt.
The space to permit absorption is considered to be provided by the water content in the mix over that required for hydration. On the basis of cement present in Core #3 the w/c calculates to be approx. 1.3 plus 0.3 needed for hydration.

Material as represented by this sample (does) (does not) comply with specifications.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
X Bridge Engineer
Requisition Office
X Division Engineer — Patnam
Resident Engineer
Dist. Maint. Supt.
Foreman
X Files
X A. Rear
X T. Edwards

Copy to Gen. Constr
10-18-66

NOTED
TOM EDWARDS

RECEIVED
OCT 12 1966
OFFICE
STATE HIGHWAY ENGR

P. A. White

Engineer of Materials

RECEIVED
OCT 12 1966
PORTLAND
ER-96 (.1)
6537

October 11, 1966

Mr. E. A. Dick, Jr.
Vice President
General Construction Company
P. O. Box 2678
Portland, Oregon 97208

Re: John Day River Bridge
Reconstruction
Contract No. 6537
Bridge No. 108-B

Dear Sir:

We have analyzed data submitted by your company and the various steel suppliers which indicated you believed it impossible to meet the completion schedule set forth in the specifications for the John Day Bridge reconstruction.

Knowing this fact, or having this belief, we must assume you to have bid accordingly and thus protected yourselves against loss through deduction of liquidated damages. There is, however, one facet which warrants consideration. The contractor's steel supplier and erector, Bethlehem Steel, proposed in their operation to begin steel erection on August 27, 1965. This structure required approximately 151 tons of ASTM A514-64 (heat-treated) structural steel. This is not a stock item. It is produced only on order, and became a key factor in completing the project. Affidavits were furnished by the contractor as to the unavailability of the material.

The general contractor and his subcontractor (Bethlehem Steel) submitted at the start of the contract a schedule which anticipated delivery of all raw material to the fabricating site by May 5, 1965. Actually, all material was not delivered to the fabricating yard until August 27, 1965.

The bidders also, on their schedule, proposed to start steel erection on the site on August 27, 1965. The

delay in securing steel delayed this date to October 22, a total of 56 days. We believe the contractor is entitled to relief due to nonavailability of a specified special material.

In addition to the above, the steel subcontractor was delayed three days by force order work in realigning piers which remained in place.

The bridge was opened to traffic on February 1, 1966. The painting of the steel could not be completed due to unfavorable weather. A stop work order could reasonably have been issued, but it was not. The contractor actually began painting on April 21, 79 days after the bridge was open to traffic. It appears the contractor is entitled to relief of liquidated damages for this period of 79 days.

Delay in completing the structure resulted in pouring the concrete deck in extremely adverse weather. Steps were taken to protect the green concrete. Inspection and testing indicate that approximately 75 feet of the deck, while adequate, should best be protected by an epoxy coating. Also, at approximately the middle of the project, one load of concrete mix was either not properly protected or was inadequate and should be protected by epoxy treatment. It is proposed to make an appropriate deduction of the monies due the contractor and have these corrections made by State forces, who are skilled in epoxy rehabilitation work. This is estimated to cost $5,370. Summarizing, settlement is proposed as follows:

Specified completion date (open to traffic) - August 1, 1965
Actual completion date (open to traffic) - February 1, 1966

Actual delay	- 184 days
Less time extension	- 59 days
Under liquidated damages	- 125 days

Actual date open to traffic - February 1, 1966
Actual date painting completed - June 27, 1966

Actual delay	- 142 days
Less time extension	- 79 days
Under liquidated damages	- 63 days

TOTAL DEDUCTIONS FROM CONTRACTOR

Liquidated damages prior to opening to traffic	- 125 days at $150 =	$18,750
Liquidated damages prior to completion of painting	- 63 days at $ 30 =	1,890
Amount to be withheld for patching		5,370
TOTAL		$26,040

The Bureau of Public Roads has concurred in the 59-day extension prior to opening to traffic. They will not approve the 79-day extension for painting; however, this will be approved by the State at its sole expense.

Please notify us if the above settlement is satisfactory.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

TE:ja

Tom Edwards
Assistant State Highway Engineer

cc A. W. Parsons
Division Engineer
Bureau of Public Roads
Salem, Oregon

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
L. H. Young
Ivan Merchant
J. F. Putnam
Glen Abernathy

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OCT 13 1966
FOR FILING
ER-96(.1)
62.7
F. VAN NUYS
ASSOCIATE GENERAL COUNSEL
AND
CHIEF, LAW DEPARTMENT

Bethlehem Steel Corporation

BETHLEHEM, PA. 18016

W. T. BRESNAHAN
S. R. CLARKE
B. E. DAVIS
L. E. FISCHER
D. A. MACDONALD
R. W. STEFL
T. B. WHITLEY
ATTORNEYS

September 26, 1966

Mr. Thomas Edwards, Asst. State Highway Engineer,
State of Oregon
State Highway Department
Salem, Oregon 97310

Re: John Day River Bridge
Project No. 108B
General Construction Company

Dear Mr. Edwards:

Reference is made to our series of conversations and correspondence regarding the above listed project, on which Bethlehem Steel Corporation acted as a subcontractor to General Construction Company for furnishing and erecting steel required for this project. Specific reference is made to my letter of August 26, 1966.

As of this date we are still awaiting word from either you or General Construction Company concerning the decision of the Oregon State Highway Department and the Federal Bureau of Public Roads concerning General Construction Company's request for a contract extension. It is my understanding that this matter has been pending with the Federal Bureau of Public Roads for in excess of two months. We sincerely believe that sufficient time has elapsed to permit the Federal Bureau of Public Roads to reach a decision on the requested contract extension which has a direct effect upon Bethlehem's receipt of final payment from our customer, General Construction.

I shall be in touch with you by telephone this Thursday (September 29) to discuss what steps we might take to facilitate the earliest possible decision on this matter.

Sincerely yours,

Bruce E. Davis
Law Department

BED:jmb

Copy to Mr. Merchant 9-30-66

NOTED
TOM EDWARDS

RECEIVED
1966
STATE

RECEIVED
SEP 27 1966
FOR FILING
BNMCNM

NOTED
R. L PORTER

PMT BND CON TDL 84 9-22-66 1.0490XX PM

TOM EDWARDS
J F PUTNAM
AL REAR

RE JOHN DAY BRIDGE DECK. AGGREGATE LOSS EAST END SPAN APPEARS TO BE CONTINUING SLIGTLY. RECENT CRACKING WEST END SPAN 4 HAS INCREASED SINCE AL REAR PAINTED ALL CRACKS HE COULD OBSERVE ON SEPTEMBER 1/XX 20. NOTICE A NEW CRACK IN EAST BOUND LANE 25 FEET FROM WEST END OF SPAN 5. THIS IS TRANSVERSE AND EXTENDS FROM HAND RAIL, THROUGH CURB AND NEARLY TO CENTER LINE.

R P HAMILTON
LO
03.~~27~~.~~17~~.~~88~~.

NOTED
TOM EDWARDS

RECEIVED
NOV 16 1966
FOR AUDITS

FORM CO-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

ER-96(1)

6537

Edwards

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Hwy Engineer
Salem, Oregon

DATE: September 16, 1966

08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

4990

SUBJECT: Oregon Project ER-96(1)
John Day River Bridge Section
Bridge Reconstruction - Time extension

Mr. Edwards' August 23, 1966 letter requested our concurrence in granting a 59-day time extension on the subject project.

Though we do not construe your specifications to include normal material shortages as a cause for an increase in contract time in view of the unique material involved in this instance and since the record definitely establishes the fact that the contractor would not have included an allowance for liquidated damages in his bid for the extensive delay experienced, we concur in your proposal to grant 56 days for this reason plus 3 days for repositioning Pier 4.

(cont'd)

Copy to Merchant

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM SEP 21 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
SEP 20 1966
OFFICE OF

NOTED
TOM EDWARDS

SEP 27 1966

2k-11 (1)
(1) .BNM

NOTED
R. L. PORTER

PMI BND TDL 55 9-14-66 4.53 PM

TOM EDWARDS
J F PUTNAM

RE JOHN DAY RIVER BRIDGE DECK. THE EASTERLY END OF SPAN 5 WHERE WE HAVE BEEN CONCERNED SINCE OPENING AS TO THE AGGREGATE LOSS LOOKS PRETTY MUCH THE SAME. I DO SUSPECT WE STILL HAVE A VERY SMALL AMOUNT OF SUCH LOSS CONTINUIING BUT IT IS TOO SLIGHT TO BE NOTICED TO ANY EXTENT THE WEST END OF SPAN 4 WHERE RECENT CRACKING OCCURRED HAS NOT CHANGED SINCE LAST WEEKEND. A VERY SLIGHT AMOUNT OF ADDITIONAL CRACKING WAS NOTICED OVER THE WEEKEND SUBSEQUENT TO MY TT LAST THURSDAY.

R P HAMILTON
LO
9

NOTED
JOM EDWARDS

RECEIVED
NOV 15 1966
EK-46(1)
6537

Bethlehem Steel Corporation

BETHLEHEM, PA. 18016

F. VAN NUYS
ASSOCIATE GENERAL COUNSEL
AND
DIRECTOR, LAW DEPARTMENT

W. T. BRESNAHAN
S. R. CLARKE
B. E. DAVIS
L. E. FISCHER
D. A. MACDONALD
R. W. STEFL
T. B. WHITLEY
ATTORNEYS

4980

August 26, 1966

Mr. Thomas Edwards, Asst. State Highway Engineer,
State of Oregon
State Highway Department
Salem, Oregon 97310

Re: John Day River Bridge
Project No. 108B
General Construction Company

Dear Mr. Edwards:

Reference is made to our series of conversations and correspondence regarding the above listed project, on which Bethlehem Steel Corporation acted as a subcontractor to General Construction for furnishing and erecting the steel. As you know, telephone conversations were held on July 14 and August 4 between you and this office regarding General Construction's claim for contract extension on this project. Our last conversation on August 4 concluded with your hope that the Bureau of Public Roads would render its decision on General Construction's formal claim for contract extension during a meeting your Department intended to hold with the Bureau on Monday, August 8.

We have had no word from either the Oregon State Highway Department or General Construction Company regarding any decision concerning General Construction's formal request for contract extension on this project. In the meantime, General Construction refuses to render final payment to Bethlehem Steel for its performance of the subcontract on this project. General Construction has taken the position that it will not render final payment to Bethlehem Steel until a final decision on its contract extension has been rendered by the Oregon State Highway Department. Thus, in excess of over $10,000 which Bethlehem Steel feels is due and owing to it for its performance on its subcontract, is being withheld awaiting the decision of the Oregon State Highway Department and the Bureau of Public Roads.

It is hoped that a final decision regarding General Construction's request will be pressed by your Department so that we might have an answer on this matter within the

NOTED
TOM EDWARDS

Bethlehem Steel Corporation

Mr. Thomas Edwards
State of Oregon
Salem, Oregon 97310

August 26, 1966

very near future. We would appreciate being advised when such decision has been reached.

Sincerely yours,

Bruce E. Davis
Law Department

BED:W

NOTED
TOM EDWARDS

RECEIVED
AUG 30 1966
OFFICE
STATE HIGHWAY [illegible]

RECEIVED
AUG 30 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 24 1966
ILLEGIB
FR-96(1)
6537

August 23, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: John Day River Bridge
Reconstruction
Contract No. 6537
FAP No. ER-96(1)

Dear Sir:

Specified and actual completion dates for work on this contract are as follows:

Unit 1 - "All work to be done under the contract required to open the project to traffic shall be completed on or before August 1, 1965." The structure was opened to traffic February 1, 1966.

Unit 2 - "All work to be done under the contract shall be completed on or before October 15, 1965." All work was completed June 26, 1966.

The contractor requests that the completion date for Unit 1 be advanced to February 1, 1966 and that the completion date for Unit 2 be advanced to April 15, 1966, both without assessment of liquidated damages.

The contractor cites late delivery and erection of structural steel, high water during the period April 20 to July 6 which delayed pier and cofferdam work, and State's failure to give necessary authority and direction required to perform force account work of repositioning piers as his reasons for failure to complete the work on time.

High water is not reason for an extension of time, as it must be presumed that prior to bidding all factors concerning construction had been considered by the contractor in the light of the completion date specified. Also, pier construction proved to have no bearing on the completion of the bridge. No extension of time is to be considered for this reason.

The contractor's claim for additional time because of late delivery and erection of structural steel has merit and is due consideration in light of the following:

The structure contained an estimated 151 tons of ASTM A 514-64 (heat treated) structural steel. This is not a stock item with steel suppliers and must be produced on order with such orders placed in scheduled rollings. This material became the key factor in the planning for construction of the structure.

The contractor, within a reasonable time after the award of the contract, negotiated a subcontract with Bethlehem Steel Company to furnish and erect the two steel trusses. Planning and conditions as they developed in connection with this structure are outlined in detail in the attached affidavit submitted by Bethlehem Steel Company. Information as to availability of the critical material is contained in attached affidavits of National Steel Corporation, Lukens Steel Company, Jones and Laughlin Steel Corporation and U.S. Steel Corporation.

It is apparent that the contractor, through his subcontractor, made a conscientious effort to obtain the necessary materials to complete the work on time, but was prevented from doing so by the condition of the steel market which, of course, was a condition beyond his control. The contractor's original construction schedule, predicated on Bethlehem Steel Company's quotations, etc., provided for erection of structural steel to start August 27, 1965. Due to delays in delivery of A 514 steel to the fabricating shop and resultant delay to fabrication and delivery of the steel to the job site, erection of steel did not start until October 22, 1965, a 56-day delay.

Attempts were made with the contractor to perform the pier repositioning work on a negotiated price agreement

basis. No satisfactory price could be arrived at, so the contractor was instructed to proceed on a force account basis. Consideration is given this item of his claim as noted hereinafter.

Conditions pertinent to the four days' delay occasioned by Pier 4 repositioning as claimed by Bethlehem in their affidavit are -- Bethlehem completed erection of steel in the Pier 2 area at 2:30 p.m., Tuesday, November 2, but could not move into the Pier 4 area until the force account work of repositioning Pier 4 being done under the direction of the State was completed. This work was completed at noon Friday, November 5. Steel erection was delayed practically three working days because of conditions beyond the contractor's control.

With regard to Unit 1, I propose to recommend to the Highway Commission that the contractor be granted a 59-day extension without assessment of liquidated damages and that he be assessed liquidated damages at the rate specified, $150 per day for the 125 additional days consumed.

As to the work in Unit 2, I propose to recommend to the Highway Commission that the contractor be assessed liquidated damages at the rate specified, $30 per day for the 145 days consumed in completing the work.

May I have your concurrence in these recommendations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachments

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
L. H. Young

CAG:jf/TE:ja

ENGRAVING 334-3 10 X 15 TO THE HALF INCH
WHEN ORDERING STATE COLOR DRAWN
MADE IN U.S.A.
KEUFFEL & ESSER

ANTICIPATED

Length of Contract
Open to Traffic
Steel Delivery to Fab.
Steel Erection
Painting

Jan 65 — 20
Feb 65 — 31
March 65 — 28
April 65 — 31

ACTUAL

Painting
Pouring Conc.
Steel Erection
Steel Del. to Fab
Pier 3 Cofferdam
Open to Traffic
Project Time

Jan 65 — 29
Feb 65 — 31
March 65 — 28
April 65 — 31

- Contract Awarded JAN 22
- Contract forwarded to Gen'l Feb 5
- Gen'l Started work on site Feb 11
- Beth. Sub. Fab & Erect - Conforms
- Start erection 6½ Mo. & Erect in 5 wks. Feb 12
- Beth Ordered T1 Steel Feb 23
- Started cofferdam Pier 3 Mar 29
- Quit work Pier 3 Due to HW Ap. 21

April 65

30 — Delivery Steel to Fab. May 5

May 65

31

June 65

30

July 65

31 — Contract date to Open to traffic Aug 1

Aug 65

31 — Start steel erection Aug 27 — 75 days

Sept 65

30 — Complete steel erection Oct 1

— Cuff work Pier 3 Due to H.W. Apr. 21 Water Elev 168.0 ± above

84 Days Delay High Water

— Resumed Excav Pier 3 July 14 Water Elev 168.7

— Steel Delivery

114 Days Delay in

Final Shipment steel to Fab. Aug 27

— Completed Pier 3 Sept 28

May 65

30

June 65

31

July 65

31

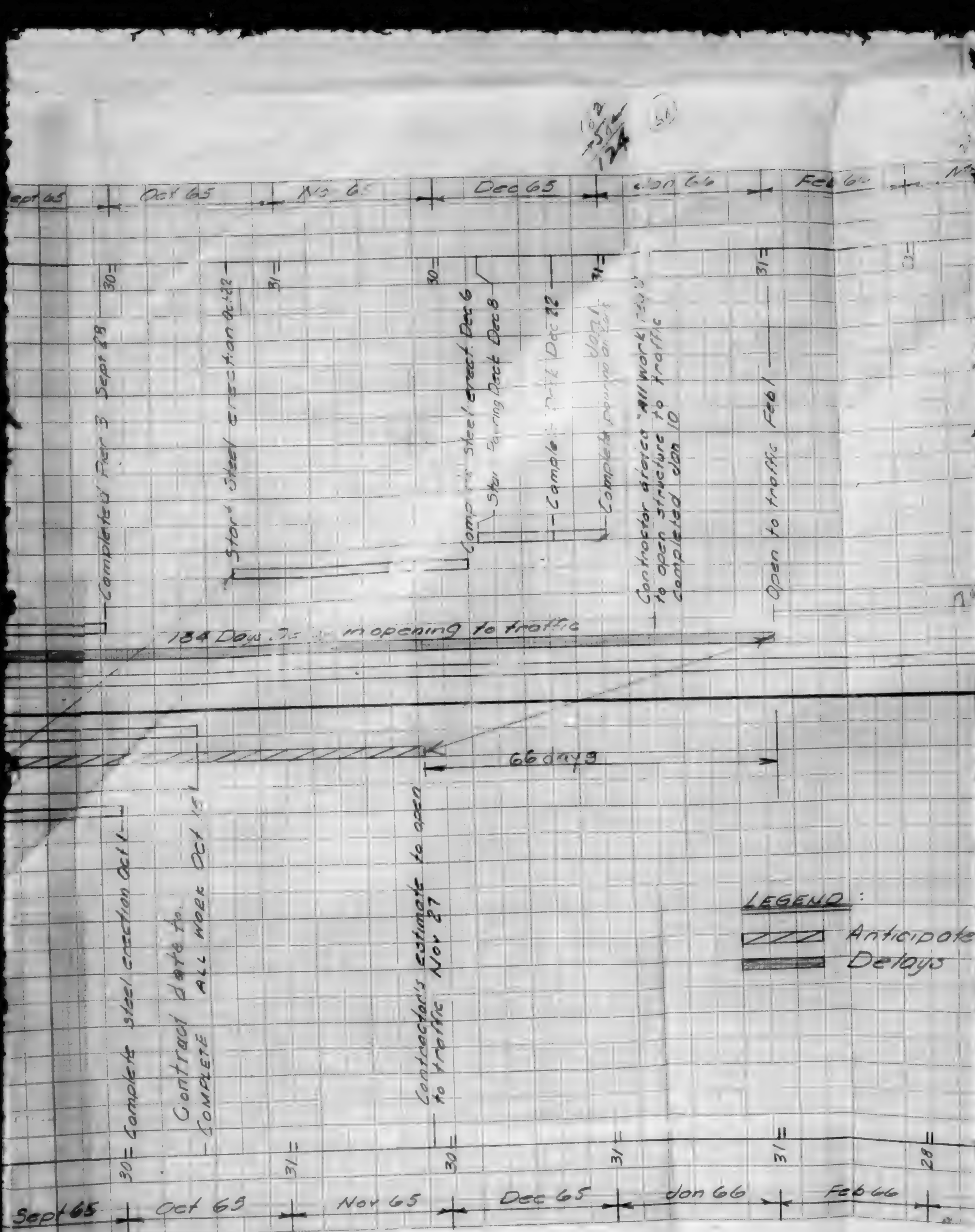
Aug 65

31

Sept 65

30

Oct


Sept 65
Oct 65
Nov 65
Dec 65
Jan 66
Feb 66
30
31
30
31
31
28
Complete St. Pier 3 Sept 28
Start Steel erection Oct 12
Complete steel, erect Dec 6
Start placing deck Dec 8
Complete deck Dec 22
Contractor advises all work complete to open structure to traffic
Completed for opening to traffic Feb 1
184 Days in opening to traffic
66 days
Contract date to complete all work Oct 1
Complete steel erection Oct 1
Contractor's estimate to open to traffic Nov. 27
LEGEND:
Anticipate
Delays

Feb 66 | Mar 66 | April 66 | May 66 | June 66

31 | 28 | 31 | 30 | 31 | 26 30

Start pouring Mar 21

Complete June 27

30

Open to traffic Feb 1

79 days

67 days

2½ Months

LEGEND:

Anticipated Delay by Contractor

Delays

July 5

31 | 28 | 31 | 30 | 31 | 30

Feb 66 | Mar 66 | April 66 | May 66 | June 66 | July 1966

CONSTRUCTION SCHEDULE

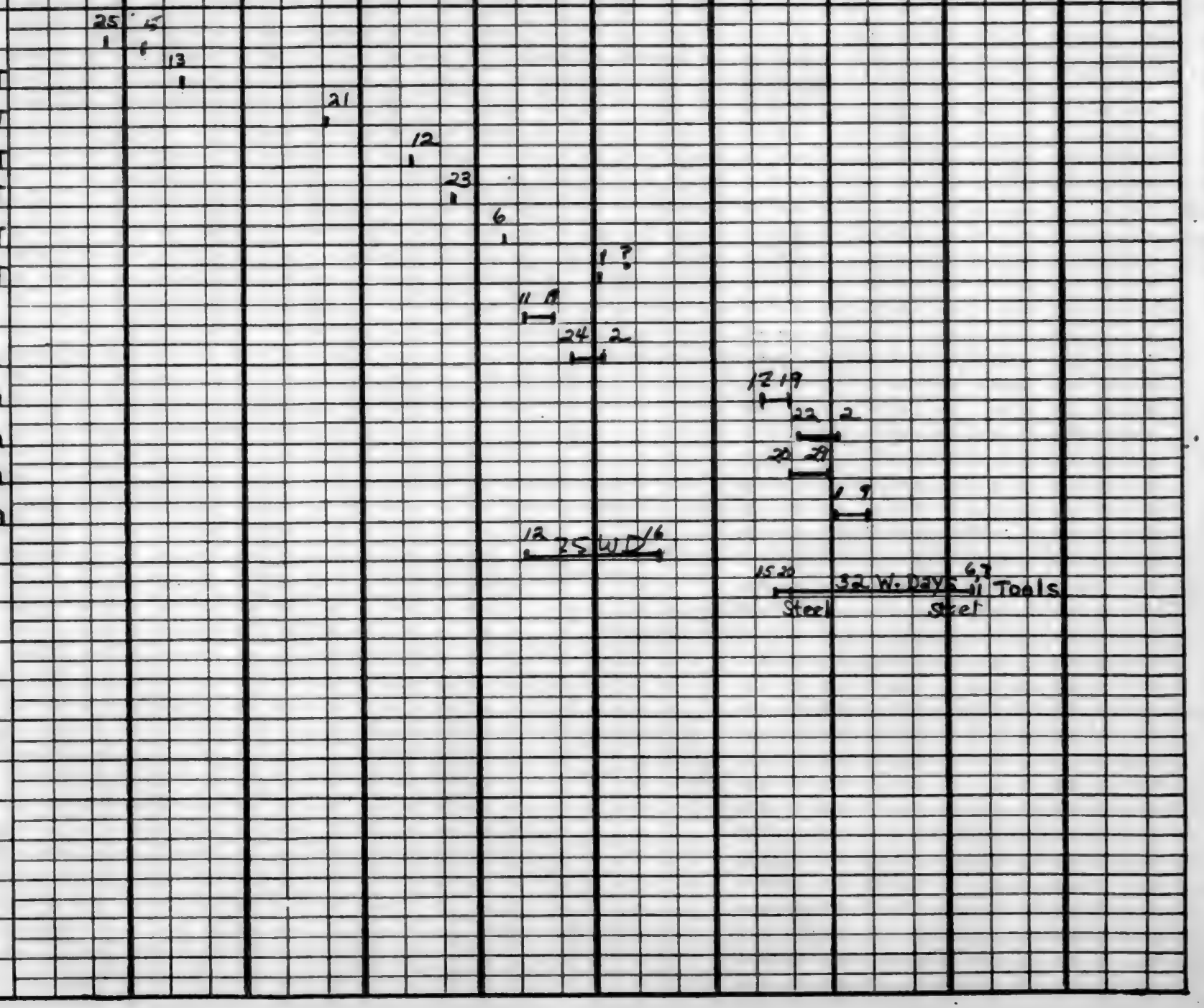
Fab. Schedule — Plant ——— Facility

CZ 8293

John Day River Bridge

June 9, 1966

No.	DESCRIPTION
1	Plates to Arrive - Chicago
2	Actual Arrival - Chicago 36T
3	" " " 53T
4	" " " 32T
5	" " " 14T
6	" " " 7T
7	" " " 8T
8	Steel to Arrive - West Span
9	" " " - East Span
10	Rev. Steel to Arr. - West Span
11	" " " " - East Span
12	Act. Steel to Arr. - West Span
13	" " " " - East Span
14	Scheduled Erection
15	Actual Erection
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	



CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

:(24)o

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

1966 MAY 10 1PM 3 43

OA147 SSV5 09

O SFA285 (TLX286)=TLX PD=PITTSBURG PENN 10 302P PDT=
BRUCE E DAVIS CARE OF H A SCHIRMER SALES DEPT CONTRACTOR
MGR= BETHLEHEM STEEL CORP 100 CALIFORNIA ST

:CONFIRMING TELEPHONE ADVICES TODAY I AM ADVISED THAT
HAD WE RECEIVED AN ORDER FOR ALLOY PLATES TO ASTM
A514-64 ON OR AFTER MARCH 1 1965 DELIVERY COULD NOT
HAVE BEEN MADE BY JUNE 21 1965=

M G HEATWOLE U S STEEL CORPORATION=

Rec WEZeigler 5/10
cc HASchirmer 5/10

=A514-64 1 1965 21 1965=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

United States Steel Corporation

525 William Penn Place

Pittsburgh, Pa. 15230

LAW DEPARTMENT

CABLE ADDRESS
USSCOLAW PGHPA

June 10, 1966

BRIDGE DIVISION
AM JUN 13 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

Bruce E. Davis, Esq.
Attorney
Bethlehem Steel Corporation
c/o Mr. Edwards
Deputy Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Davis:

In reply to your letter of June 1, 1966, I enclose an affidavit of William H. Bell, Manager - Alloy Products of United States Steel, with regard to the availability of ASTM A514-64 in the first and second quarters of 1965 for your use in the proceedings you refer to before the Oregon State Highway Department.

Very truly yours,

M. G. Heatwole

M. G. Heatwole
General Attorney

Merchant

MGH:gb

Enclosure

RECEIVED
JUN 13 1966
STATE HIGHWAY ENGINEER

AFFIDAVIT OF WILLIAM H. BELL
UNITED STATES STEEL CORPORATION

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

WILLIAM H. BELL, being duly sworn, deposes and says:

1. I am Manager - Alloy Products of United States Steel Corporation and have held such position since at least as early as January 1, 1965. My office is at 525 William Penn Place, Pittsburgh, Pennsylvania 15230.

2. United States Steel produces alloy steels meeting the requirements of ASTM Specification A514-64.

3. I make this affidavit with regard to the availability of alloy steels of such specification from United States Steel Corporation during the first and second quarters of 1965 at the request of counsel for Bethlehem Steel Corporation and for its use regarding its performance of a subcontract relating to the reconstruction of the John Day River Bridge during 1965.

4. The duties of my position as Manager - Alloy Products require that I be generally familiar with the status of United States Steel Corporation's order book for alloy steels.

5. Demands upon United States Steel Corporation by customers for alloy steels were very heavy during the first and second calendar quarters of 1965. During the period beginning March 1, 1965 and ending April 30, 1965, customers of United States Steel Corporation for alloy steels, including those to ASTM A514-64, were being offered shipment not earlier than the month of July, 1965.

William H. Bell

Subscribed and sworn to before me
this 10th day of June 1966.

Louise Bowman
Notary Public

LOUISE BOWMAN, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
February 17, 1967

AFFIDAVIT OF BRUCE E. DAVIS,
BETHLEHEM STEEL CORPORATION

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF NORTHAMPTON)

Bruce E. Davis, being duly sworn, deposes and says:

1. That he is legal counsel for the Sales Department of Bethlehem Steel Corporation. That he has reviewed Bethlehem Steel's records regarding its performance of a "furnish and erect" subcontract awarded to Bethlehem by the General Construction Company, Portland, Oregon, pertaining to the reconstruction of the John Day River Bridge.

2. That his review of Bethlehem's records regarding this subcontract revealed:

a. On January 22, 1965, Bethlehem submitted a formal, written quotation to General Construction proposing to furnish and erect all the structural steelwork for the John Day River Bridge Reconstruction, Bridge No. 108B, near Rufus, Oregon, in accordance with certain enumerated specifications and drawings prepared by the State of Oregon. Bethlehem proposed to "start erection 6-1/2 months after acceptance of (its) proposal and receipt of complete information and complete erection 5 weeks thereafter."

b. A portion of the structural steel specified for this project by the State of Oregon was ASTM A514-64 steel, which is a type of steel not then produced by Bethlehem Steel. Therefore, Bethlehem was forced to secure all the necessary A514-64 steel from one of only five domestic sources, namely: Armco Steel, Lukens Steel, National Steel, U.S. Steel, and Jones & Laughlin Steel.

c. On January 8, 1965, Bethlehem Steel issued an inquiry to the various sources of A514 steel to determine its price and availability from the possible suppliers. By letter, dated February 8, 1965, Armco Steel Corporation proposed to supply the requisite A514 steel in accordance with the following delivery schedule:

"We would expect to start shipment of the material approximately three to four weeks after receipt of order and complete in eight weeks."

d. On February 12, 1965, Bethlehem Steel and General Construction entered into a formal, written subcontract agreement in general accordance with the pro-

visions of Bethlehem's January 22 proposal. By the terms of the subcontract agreement, Bethlehem agreed to start erection within 6-1/2 months of the date of the proposal and complete erection 5 weeks thereafter. Bethlehem agreed to this erection commitment, based upon assurances received from suppliers of A514 that such material would be available at the times needed by Bethlehem's fabricating works. Nevertheless, Bethlehem Steel's subcontract agreement with General Construction provided that Bethlehem would be excused for any default of its erection commitments if such default "be caused by ... reasons beyond the control of Sub-Contractor...."

e. After the responses to Bethlehem Steel's inquiries for A514 were evaluated, on February 23, 1965, Bethlehem issued a purchase order to Armco Steel for 151 tons of A514 steel, such purchase order being issued in accordance with Armco's February 8, 1965, quotation. According to the agreement with Armco, all A514 steel would be shipped to Bethlehem on or before April 25 ("eight weeks after receipt of order"). Allowing a maximum of 10 days for shipping time from Armco's mill to Bethlehem's fabricating works, Bethlehem expected to receive the 151 tons of A514 steel on or before May 5, 1965.

f. Receipt of the A514 steel by May 5 would have given Bethlehem's fabricating works sufficient time to do all necessary fabrication and thereafter ship the material to the job site so as not to impede Bethlehem's erection in the field, said erection being due to begin on or about August 25, 1965 (6-1/2 months after General Construction accepted Bethlehem's proposal). Under the terms of Bethlehem's subcontract with General Construction, it should have completed erection on or before October 1, 1965, barring justifiable delays.

g. The A514 steel from Armco was actually received by Bethlehem's fabricating works as follows:

36 tons	---	received May 13, 1965
53 tons	---	received June 21, 1965
32 tons	---	received July 12, 1965
14 tons	---	received July 23, 1965
7 tons	---	received August 6, 1965
9 tons	---	received last week of August 1965
151 tons		

h. Numerous Bethlehem personnel made frequent telephone calls to Armco in an effort to expedite shipments of the A514 steel. For example, telephone calls were made to Mr. J.L. Overstreet, Supervisor - Alloy Sales, Armco Steel Corporation, by Mr. J.C. Olliffe, Bethlehem Purchasing Department, on May 7, 10, 14, and frequently thereafter. For example, on June 8, 1965, as a result of another expediting inquiry from Bethlehem, Armco stated it would ship the balance of A514 steel to Bethlehem's works by truck without additional charge. Despite continued and intense pressure from Bethlehem, Armco's material was received on the dates set forth in paragraph 2 g. above.

i. Armco advised that internal mill conditions and the difficulties inherent in producing acceptable A514 steel were the major factors influencing its late deliveries.

j. Inquiries to the other sources of supply for A514 steel were unavailing because of the heavy demands for A514 steel during the period of time involved (Notice should be taken that tremendous demands were made upon the capacity of the domestic steel industry during the first and second quarters of 1965, due to the threatened steelworkers' strike, originally set for midnight, April 30, 1965, and subsequently deferred until midnight, August 31, 1965).

k. The non-availability of steel from the other four sources for A514 is supported by the attached telegrams and letters, and is further supported by affidavits independently submitted by the other four sources of A514 steel.

3. That as a result of the late delivery of A514 steel, as well as several other occurrences also "beyond the control of" Bethlehem Steel, our steel erection was actually begun on October 20, 1965 and completed on December 6, 1965 --- or a delay of 67 days in completion of the required steel erection.

4. That Bethlehem Steel believes that at least 61 days of said delay were occasioned by Armco's late delivery of A514 steel, at least 4 days delay were occasioned by late completion of Pier No. 4, and at least 2 days delay were occasioned by "inclement weather."

Irving F. Davis

Subscribed and sworn to before me this 8th day of June, 1966.

Emma R. Wagner

NOTARY PUBLIC
My Commission Expires
February 1, 1969

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at destination

1966 MAY 19 AM 8 35

OA033 PC100

P PGA331 PD=PITTSBURGH PENN 10 1100A EDT=
=BRUCE E DAVIS, CARE H A SCHIRMER, BETHLEHEM STEEL CORP=
100 CALIFORNIA ST SFRAN=

=REFERENCE TO YOUR LETTER OF APRIL 18 CONCERNING SECURING AFTM-A-514 FROM ARMCO STEEL CORPORATION FOR JOHN DAY RIVER BRIDGE PROJECT. WE ARE ADVISED BY OUR SALES DEPARTMENT WE COULD NOT HAVE IMPROVED THE SHIPMENT DATES AND UNDOUBTEDLY WOULD HAVE BEEN LATER=
GEORGE B ANGEVINE NATIONAL STEEL CORP.=

2 cc WE Ziegler 5/10
cc H.A. Schirmer 5/10

=18 AFTM-A-514.=

WE APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

AFFIDAVIT of G. B. ANGEVINE,

NATIONAL STEEL CORPORATION

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ALLEGHENY)

G. B. Angevine, being duly sworn, deposes and says:

1. I am Secretary of National Steel Corporation, and my office is at 2800 Grant Building, Pittsburgh, Pennsylvania 15219. I make this affidavit in support of Bethlehem Steel Corporation regarding its performance of a furnish and erect subcontract awarded to Bethlehem Steel by the General Construction Company, Portland, Oregon, for the reconstruction of the John Day River Bridge during 1965.

2. National Steel Corporation produces for commercial sale alloy steels in the grade ASTM A514-64. Demands for alloy steel in this grade, during the first and second quarters of 1965, were at or near the capacity of our producing mills for such steels.

Any inquiry or order received on or before March 1, 1965, from Bethlehem Steel Corporation, for "earliest shipment" of alloy steels in the Grade ASTM A514-64 would have been promised by National Steel Corporation for shipment approximately May 15, 1965.

3. Any inquiry or order received on or before April 1, 1965, from Bethlehem Steel Corporation, for "earliest shipment" of alloy steels in the grade ASTM A514-64 would have been promised by National Steel Corporation for shipment on or before June 15, 1965.

4. Any inquiry or order received on or before May 1, 1965, from Bethlehem Steel Corporation, for "earliest shipment" of alloy steels in the grade

ASTM A514-64 would have been promised by National Steel Corporation for shi pment on or before July 15, 1965.

G B Chapman

Subscribed and sworn to before me

this 7th. day of June, 1966.

Robert M. Guiser

Notary Public

ROBERT M. GUISER, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires
Dec. 9, 1968

LUKENS STEEL COMPANY

COATESVILLE, PENNSYLVANIA

April 26, 1966

ALLAN W. KEUSCH
Secretary & General Counsel
HORACE B. BENT
General Attorney

Bruce E. Davis, Esquire
Law Department
Bethlehem Steel Corporation
Bethlehem, Pennsylvania 18016

Dear Mr. Davis:

I wish to acknowledge receipt of your letter dated April 18, 1966, inquiring as to the availability of ASTM A514 in the spring of 1965. Our Sales Department advises that a review of their records indicates that as of April 15, 1965, the earliest date of shipment that could have been offered by this Company on an order for ASTM A514 Grades A and B would have been the weeks of September 13, 1965, or September 20, 1965.

We trust the foregoing information answers your inquiry.

Very truly yours,

Allan W. Keusch

Allan W. Keusch
Secretary & General Counsel

AWK/sr

AFFIDAVIT OF GEORGE B. COPELAND,
LUKENS STEEL COMPANY

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF CHESTER)

George B. Copeland, being duly sworn, deposes and says:

1. I am Manager of Field Sales & Service of the Lukens Steel Company. My office is at Coatesville, Pennsylvania. I make this affidavit in response to an inquiry from Bethlehem Steel Corporation.

2. My Company produces for commercial sale Alloy Steels in the grade ASTM A514-64. Any order placed with my Company by the Bethlehem Steel Corporation for Alloy Steels of this grade would come to the attention of my office.

3. A portion of my responsibility as Manager of Field Sales & Service for the Lukens Steel Company is to be aware of the production schedules for steel products sold. As such, I am in position to quote to customers the earliest date of shipment that could be offered by my Company upon receipt of any order for those steel products.

4. Demands for Alloy Steels in the grade of ASTM A514-64 during the first and second calendar quarters of 1965 were at or near the capacity of our producing mills for such steels.

5. An examination of our records discloses that inquiries or orders received on March 1, April 1, or May 1, 1965, from Bethlehem Steel Corporation, for "earliest shipment"

of Alloy Steels in the grade ASTM A514-64 would not have been promised by my Company for shipment before May 31, July 26, or September 13, 1965, respectively.

George B Copeland

Subscribed and sworn to before
me this 7th day of June, 1966.

Beva L. Barnett
Notary Public
My Commission Expires Mar. 24, 1968

JONES & LAUGHLIN STEEL CORPORATION

3 GATEWAY CENTER

PITTSBURGH, PA. 15230

ROBERT B. PEABODY
ASSISTANT GENERAL COUNSEL

April 27, 1966.

Bruce E. Davis, Esquire,
Law Department,
Bethlehem Steel Corporation,
Bethlehem, Pennsylvania, 18016.

Dear Mr. Davis:

As I mentioned in my letter to you several days ago I have checked with our Sales Department to determine our situation with respect to your inquiry of April 18 to Mr. Sharp.

I am advised that our monthly shipments of Jalloy and alloy steels in the grade indicated in your letter (ASTM - A514) during the relevant period were at capacity.

An inquiry or order received during the latter part of February, 1965, would have been given a delivery promise of May-June, 1965. An inquiry or order received in the latter part of April, 1965, would have been given a delivery promise of July-August, 1965, at best.

Our files in the General Office do not indicate any inquiry from Bethlehem with respect to this product at this time. However, it may be that such an inquiry was directed to our Steel Service Center Division or to a local sales office. If it is material to you we will be glad to check that point through further for you.

I trust that this information will be helpful to you.

Sincerely,

Robert B. Peabody

RBP:mh

AFFIDAVIT OF S. M. WILSON, 3RD,
JONES & LAUGHLIN STEEL CORPORATION

COMMONWEALTH OF PENNSYLVANIA,)
) SS.
COUNTY OF ALLEGHENY.)

S. M. Wilson, 3rd, being duly sworn, deposes and says:

1. I am an Assistant Manager of Sales of the Sheet Mill Products Division of Jones & Laughlin Steel Corporation. My office is at 3 Gateway Center, Pittsburgh, Pennsylvania. I make this affidavit in support of Bethlehem Steel Corporation regarding its performance of a furnish and erect subcontract awarded to Bethlehem Steel by the General Construction Company, Portland, Oregon, for the reconstruction of the John Day River Bridge during 1965.

2. My Corporation produces for commercial sale Alloy Steels in the grade ASTM A514-64. Any order placed with my Corporation by the Bethlehem Steel Corporation for Alloy Steel plates or sheets of this grade would come to the attention of my office.

3. A portion of my responsibility as an Assistant Manager of Sales of the Sheet Mill Products Division for Jones & Laughlin Steel Corporation is to be aware of the production schedules for steel products sold through my office. As such, I am in position to quote to customers the earliest date of shipment that could be offered by my Corporation upon receipt of any order for those steel products handled by my office.

4. Demands for Alloy Steel plates and sheets in the grade of ASTM A514-64 and similar grades during the first and second calendar quarters of 1965 were at or near the capacity of our producing mills for such steels.

5. Any inquiry or order received in the period February 1, 1965, to March 1, 1965, from Bethlehem Steel Corporation, for "earliest shipment" of Alloy Steel plates or sheets in the grade ASTM A514-64, if it would have been acceptable at all, would have been promised by my Corporation for shipment in late May, 1965.

6. Any inquiry or order received in the period March 1, 1965, to April 1, 1965, from Bethlehem Steel Corporation, for "earliest shipment" of Alloy Steel plates or sheets in the grade ASTM A514-64, if it would have been acceptable at all, would have been promised by my Corporation for shipment in late June, 1965.

7. Any inquiry or order received in the period April 1, 1965, to May 1, 1965, from Bethlehem Steel Corporation, for "earliest shipment" of Alloy Steel plates or sheets in the grade ASTM A514-64, if it would have been acceptable at all, would have been promised by my Corporation for shipment in late July, 1965.

Sworn to and subscribed before me
this 8th day of June, 1966.

Faye E. Remaley
Notary Public

FAYE E. REMALEY, Notary Public
Pittsburgh, Allegheny Co., Pennsylvania
My Commission Expires
November 18, 1966

FORM E-123

RECEIVED
SEP 6 1966
FOR

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

ER-46(1)

Tom 16531 14.
For Your Info.

RECEIVED

FORREST COOPER
STATE HIGHWAY ENGINEER

R. L. PORTER
DEPUTY STATE HWY. ENGR.

G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
Bend, Oregon

GENERAL CONSTRUCTION CO.

RECEIVED
AUG 24 1966
GENERAL CONSTRUCTION C

August 22, 1966

General Construction Co.,
P. O. Box 3845
Seattle, Washington

Gentlemen:

Some time ago Mr. Glenn Abernathy, our Resident Engineer on the John Day River Bridge reconstruction project, wrote to you requesting that you submit a Request for Extension of Time. To date this request has not been received. No action can be taken for considering any extension of time until this official request has been received.

Very truly yours,

J. F. Putnam
Division Engineer

JFP:me
cc: Mr. Ivan D. Merchant
Mr. Glenn D. Abernathy

Mail this to Tom Edwards marked "Personal"

N.G. Aide.

NOTED
TOM EDWARDS

FOR FI...

EK-46(1)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 5, 1966

SUBJECT: John Day River Bridge

To: Mr. Forrest Cooper
State Highway Engineer

Building

You have requested my comments with respect to the present status of the controversy with the U. S. Corps of Engineers relative to the cost of reconstructing that part of the John Day River Bridge which collapsed during the flood of December, 1964.

The Corps of Engineers has denied any liability under the contracts between the State and United States.

The matter was submitted to the Comptroller General for an interpretation of the contract, and that office has concluded that the United States has no obligation to the State.

There is apparently no further recourse administratively to recover these costs. Action can be brought against the United States Government under Title 28 which provides that claims under contracts with the Government may be commenced in the United States Court of Claims. This court has sole jurisdiction and the action would be filed and heard in Washington, D. C. It is our thought that such action would need to be commenced within six years of the date of loss which occurred December 24, 1964.

I understand there are certain other disputes with the Corps as to items of the contract, and there may be others before it is completed. It would be my judgment that any action commenced should await completion of all the work so that all disputed matters can be litigated at one time, provided we can do so within the six-year period.

It is the opinion of the legal staff that the success of such a suit is about a fifty-fifty chance. The whole case is based upon differences in the interpretation of the contract. We have discovered no precedents which are on all fours with this case. The Corps may, however, attempt to interject

NOTED
FORREST COOPER

evidence of negligence into the case and such would be resisted as irrelevant.

We are of the opinion that application for and receipt of any Emergency Relief Funds would in no way jeopardize any action filed. (See Mr. Parsons' letter to Mr. Cooper, dated June 30, 1965, copy attached hereto.) Such amount, if received, would simply be offset against any award. In filing a petition for Emergency Relief Funds a specific provision should be inserted to provide that the application is not a waiver of any rights to collect the difference between the Emergency Relief Funds and the total amount we believe to be due under the contract.

G. E. Rohde

G. E. ROHDE
Chief Counsel

GER:ks
attachments

RECEIVED
JUL 28 1966
FOR FILING
EK 16(1)
6537

Salem, Oregon
July 27, 1966

Contract No. 6537
John Day River Bridge Repair
Liquidated Damages

Ivan D. Merchant
Bridge Engineer

BUILDING

Your office is requested to review with the resident engineer liquidated damages charged against the above contract on Monthly Estimate No. 16.

The days and amounts charged by the resident engineer and the same computed by this office are as follows:

	Res. Engineer		Off. Engineering	
Specified Work	Days	Amount	Days	Amount
Open to Traffic ($150/day)	183	$27,450	184	$27,600
All Work ($30/day)	155	4,650	145	4,350
Totals		$32,100		$31,950

An early determination should be made since the semi-final estimate will be submitted in the near future.

L. H. Young
Office Engineer

VG:ko

RECEIVED
SEP 6 - 1966

COMMISSIONERS
GLENN E. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

ER-96(1)

(6)

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 20, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 26, 1966, on Contract No. 6537, John Day River Bridge Repair Section, in Gilliam and Sherman Counties, in connection with Federal-Aid Project No. ER-96(1).

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 8-22-66

Conditions noted on above date:

Subject to resolution of problems concerning adequacy of sections of new deck.

RWP

A. W. Parsons
Division Engineer

By: G. R. Brooks
G. R. Brooks
District Engineer

RECEIVED
SEP 1966
STATE OF
ENGINEER

REFERRED TO
Young - Edwards
BY ASST. STATE HWY. ENGR.
9-2-66

RECEIVED
JUN 30 1966
FOR FILING

EE 96 (1)

(5-7)

To: MEMO TO FILES

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 28, 1966

SUBJECT: John Day River Bridge

On June 27th, Mr. Heib of the General Accounting Office called me and requested an interview at 2:00 P.M.

Mr. Heib and Mr. Ryan came to my office at 2:00 P.M. on June 27th for the interview. Mr. Heib had indicated on the phone that he had some questions to ask me and that after these questions and answers were taken down by Mr. Ryan, that he would expect me to initial them as being correct. At this time, I told him that I would not give him any written statements until the statements had been cleared by Mr. Porter and Mr. Rohde. Mr. Rohde was in attendance at the 2:00 P.M. meeting.

The main question asked me by Mr. Heib was to explain my position on the "change in criteria" upon changing Pier 3 footing from the solid rock footing shown on the plans to what he called a sand and gravel foundation at a considerably higher elevation. Mr. Heib's question was worded in such a way as to make the foundation material the main consideration in the overall layout design and construction of the bridge. I explained to Mr. Heib that this was only one of the considerations going into the determination of pier placement, span arrangement, etc., in the overall bridge structure.

Another question was the difference in solid rock and compacted sand and gravel. I explained to Mr. Heib that the wording "compacted sand and gravel" usually designated a very well graded material which in the in situ condition, was very hard and had excellent load-carrying capacities. I also took this occasion to explain to Mr. Heib the difficulties of excavating the foundation material in the bridge reconstruction in that the contractor had to drill and shoot all of the material overlying solid rock.

At the end of the interview, Mr. Heib was not sure that it would be necessary to transcribe the notes and have them approved by Mr. Rohde and myself. He did say that if, after transcribing the notes, they

decided that they should become a part of their report that they would bring the notes to this office for our initialing. It was pointed out by Mr. Rohde that this would be necessary before the notes could be used as firm evidence.

Ivan D. Merchant
Bridge Engineer

IDMimb
cc: R. L. Porter
Tom Edwards
George Rohde

RECEIVED
JUN 29 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 20 1966
FOR FILING

ER-96(1)

6537

A

June 16, 1966

Mr. William N. Conrardy
Regional Manager
United States General Accounting Office
312 Federal Office Building
Seattle, Washington 98104

Re: John Day Bridge

Dear Mr. Conrardy:

This is in response to your May 13 letter and to subsequent visits to this office by Mr. Sisson and Mr. Hieb of your staff. Our answers to your questions are as follows:

1.a. The establishment of footing elevations is a job adjustment which is provided for in Section 2.1.3 of the Standard Specifications. It is our opinion that the Bureau of Public Roads had knowledge of what was contemplated and that the subsequent concurrence and approval fully met Federal regulations.

1.b. Following verbal discussion with both the Bureau of Public Roads and the Corps of Engineers they were advised in writing on October 18, 1962, of the change and neither organization offered any objection or protest. In fact, the Bureau of Public Roads subsequently accepted the project with full knowledge of the footing elevation and the Corps of Engineers also subsequently approved of the footing elevation.

In our opinion, this procedure is not in conflict with Section 18.b of Bureau of Public Roads Policy and Procedure Memorandum 21-6.3. We do not consider the change in footing elevation to be outside the scope of the contract.

Copy to Merchant
6-17-66

2. We can furnish copies of the Resident Engineer's letter of October 16, 1962, of the Bureau of Public Roads periodic construction report dated November 27, 1962, and the Bureau's written acceptance of the project dated September 23, 1964.

3.a. Yes.

3.b. Yes.

As to the prequalifications of contractors, I am told that your Mr. Sisson discussed this matter with Mr. Floyd Query, Secretary to the Highway Commission, on June 7, 1966, and as far as I know, he was given the information requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Commissioners
R. L. Porter
Tom Edwards
Victor D. Wolfe
George Rohde

RLP:ms fn

UNITED STATES GENERAL ACCOUNTING OFFICE
REGIONAL OFFICE
312 FEDERAL OFFICE BUILDING, 909 FIRST AVENUE
SEATTLE, WASHINGTON 98104

May 13, 1966

Mr. Forrest Cooper, State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

In connection with our review of the circumstances surrounding the changes made to the specifications for pier 3 of the John Day River Bridge, a number of questions have arisen on which we would like additional information. Also, we would like to confirm certain previously obtained information. The attached list requests the information we need.

After you have had an opportunity to consider the information requested, we would be pleased to discuss the matter in order to clear-up any questions that you may have and ascertain whether the information elicited in turn creates a need for additional information. A meeting on about May 26, 1966, to discuss the information requested by this letter would be satisfactory to us, if convenient for you. Mr. John Sisson of my staff will contact you concerning the May 26th date.

A letter similar to this has been sent to the Bureau of Public Roads and Corps of Engineers, and we have asked that their response be handled in the same manner as described in this letter.

Sincerely yours,

William N. Conrardy
Regional Manager

Attachments

Read letter over by
Al Hicks & Wayne Lessard
& Don Patton on 5-16-66

STATE OF OREGON

OREGON STATE HIGHWAY DEPARTMENT

REQUEST FOR INFORMATION CONCERNING CIRCUMSTANCES LEADING

TO THE COLLAPSE OF THE JOHN DAY RIVER BRIDGE

1. Our review of the project files on the John Day River Bridge at the Bureau of Public Roads disclosed no evidence that prior written approval for the proposed change to the footings for pier 3 was requested of the Bureau, and that apparently the earliest notification the Bureau had of this change was October 18, 1962, several days after the change was accomplished.

   a. Was the written approval of the Bureau requested before the change to the footings for pier 3 was accomplished?

   b. If not, in view of the provisions of the Bureau's Policy and Procedure Memorandum 21-6.3 and the project agreement with the Bureau for construction of the bridge; why was advance written approval not requested from the Bureau of Public Roads, as well as the Corps of Engineers, for the change in elevation and bearing material for the footings to pier 3?

2. In his letter of April 23, 1965, requesting the opinion of the Comptroller General as to the liability of the Corps of Engineers for the cost of the reconstruction of the John Day River Bridge, Mr. G. E. Rohde, Chief, Counsel, Oregon State Highway Department, stated in regard to the change in elevation of the footings for pier 3 that:

   > "A change order to the plans was executed after the Corps of Engineers drilled to prove the material and <u>after a determination was made by representatives of the Corps of Engineers, the Bureau of Public Roads, and the State</u> that the material was such as to provide a satisfactory foundation for the pier, considering that it would be in the pool behind the John Day Dam." (Underscoring added)

   Can we be provided with any documentation of the determination by representatives of the Bureau of Public Roads described above?

3. Mr. Alfred A. Rear, Assistant Bridge Engineer, Oregon State Highway Department, in his report dated February 23, 1965, relative to the failure of the bridge, stated:

> "It has become apparent that the height of the river bottom is dependent on the runoff of the John Day River. As the years pass with a relatively light runoff the river bottom is covered with silt. Any strong runoff can be expected to scour the silt from the river bottom and then process of silting up again will be repeated.* * *."

a. Was the changing nature of the river bottom known by the State prior to the change made to the footing elevation of pier 3?

b. If so, was the State Highway Department representative who approved the change cognizant of this fact?

RECEIVED
MAY 23 1966
FOR FILING

May 20, 1966

Mr. H. A. Dick, Jr.
Vice President
General Construction Company
Post Office Box 2768
Portland, Oregon 97208

Dear Mr. Dick:

Reference is made to your May 16 letter addressed to the State Highway Engineer which has to do with Contract No. 6537, John Day River Bridge.

As you requested, we will review the problem and will communicate with you at an early date.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Forrest Cooper
Tom Edwards - with original letter.
Victor D. Wolfe

GENERAL CONSTRUCTION COMPANY
BOX 2766
PORTLAND, OREGON 97208

16 May 1966

Mr. Ferrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon 97310

Reference: Contract No. 6537

Dear Mr. Cooper:

We are in receipt of your letter of April 25, 1966 concerning several items pertinent to the above-referenced contract.

The conditions which you seek to impose on your acceptance of the concrete deck at Span 5 are unwarranted and cannot be agreed to. In our letter to you of February 4, 1966 (which has yet to be acknowledged by you) we took exception to your previously-stated conclusion that the structural strength of Span 5 deck concrete does not meet the requirements of the specifications. Such a conclusion would have to be based on the results of concrete testing in conformance with methods and procedures defined in your Specifications. As pointed out in our letter of February 4, 1966, the concrete testing performed at the jobsite varied from prescribed procedures to the extent that results obtained must be considered inconclusive and unreliable. Therefore, we find no grounds to support your stated position on structural strength.

Likewise, the extent of damage to the surface of the Span 5 deck concrete resulting from frost action is also a matter of significant disagreement. Based upon an independent investigation, a reputable testing agency has reported to us that the frost damage was "slight". Whereas your letter alleges considerable wear and cavitation, the testing agency found no pronounced wear and only minor damage to brooming ridges and surface texture and that very little visual difference can be noted between new and old concrete surfaces.

COPY

GENERAL CONSTRUCTION COMPANY
BOX 2768
PORTLAND, OREGON 97208

The agency concluded that the need for corrective action is questionable. You will appreciate, therefore, that your proposal to withhold $5,370.00 for future dock repairs, is way out of line, if, in fact, any withholding is merited.

Next, we cannot understand your position on the matter of an extension of time for completion of the work, although we are willing to comply with your wishes and have asked our structural steel sub-contractor to substantiate and document the situation relative to the non-availability of high yield steel for the project.

We agree that we should have been and were aware of physical conditions at the site of the work prior to bidding, but this does not include abnormal or unexpected occurrences and conditions. As was pointed out in our letter of March 22, 1966, neither the State nor the contractor was aware at the time this project was awarded of the shoaling conditions in the vicinity of the navigation locks at John Day Lock & Dam which made it necessary for the Corps of Engineers to maintain an abnormally high pool level to accommodate river traffic. So too, it cannot be assumed the contractor should have been aware that the spring high water period in the Columbia River would be unusually early, approximately one month earlier than the prior year. Except for the unexpected pool elevation and early spring run-off, all pier work to a point above river level would have been completed prior to spring flooding in the Columbia River.

As for the span and pier repositioning work, it should be pointed out that no action of any sort was initiated with regard to repositioning until early June, 1965. At that time, four and a half months had elapsed since award of the contract and less than two months remained prior to the scheduled opening of the bridge to traffic. Although you indicate the State found it necessary to devise a workable system for accomplishing this work and prepare detail drawings for this purpose "as a last resort", the Special Provisions and Standard Specifications relative to this extra work provide that it shall be performed as ordered and directed by the Engineer. Instead, then, of performing these functions "as a last resort", should this not have been the first order of business undertaken by the State?

Finally, and probably the most difficult for us to comprehend, is the position taken by the State with regard to an otherwise normal stop order for the painting of structural steel. By letter of

COPY

GENERAL CONSTRUCTION COMPANY
BOX 2768
PORTLAND, OREGON 97208

January 13, 1966, a temporary suspension of work was requested, and reasons pertinent to the request were furnished. On January 26, 1966, the Resident Engineer replied by letter that this request would receive consideration as soon as traffic was routed over the structure and due notification would be made. Although the bridge was opened to traffic on February 1, 1966, no advice was forthcoming on the matter for nearly three months. Since the advantages of such a stop order to both the State and the contractor were and are self-evident enough to necessitate a minimum of review and discussion, the denial included in your letter of April 25, 1966, is not comprehensible and could be viewed as capricious. Are there some aspects about this particular contract of which we are unaware which are occasioning the State to depart and deviate from its customary policies and the manner in which it has dealt with us and other contractors in the past?

It is felt that this entire matter should receive your further consideration and review. We shall anticipate your advice in this regard at the earliest convenience.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

H. A. Dick, Jr.
Vice President

HAD/hy

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RECEIVED
MAY 26 1966
FOR FILING

ER-96(1)

BRIDGE DIVISION

Name of Job John Day River Bridge Reconstruction Job No. 108B

Highway Columbia River Contract No. 6537

Contractor General Construction Co.

Initial ___ Intermediate X Final ___ Inspection was Made by A. A. Rear

on May 17, 1966
Date

REMARKS: Specific purpose of this inspection was to check out reports of damage to deck of bridge and possible damage caused by closed joints. At Pier 2 in Span 3, there is a fracture in parapet presumably caused by the closed joint. The damage occurred over an old patch in Span 3 (dd concrete). Below deck, the damage is limited to a few slabs of concrete relatively thin and damage is insignificant. Two reasons for the closed joints are: (1) deck formed with 3/4" opening which should have opened to 1½+ when camber is overcome -- top chord should shorten and bottom slab lengthen. This did not happen. (2) There was no assurance that Pier 4 actually reached equilibrium but it was felt that there was sufficient flexibility in shafts so that this is not a major factor. Traffic vibration affects width of joint opening by an amount less than 1/16" and more than 1/32". A strut between pins of adjacent spans assuring an opening of at least an 1/8" should solve the spauling problem. This strut could contain a shock absorber pad.

Some rock pockets have been exposed in the manhole panel. These are not of any consequence and will be repaired prior to completion of project.

Sandblast and 1st coat are about 3/4 complete.

Ladder at Pier 4 - left for access - must be removed.

Signed

cc: Tom Edwards
J. F. Putnam
Glen Abernathy
A. A. Rear

NOTED
TOM EDWARDS
RECEIVED
MAY 25 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 28 1966

FOR FILING

ER-96(1)

4547

April 25, 1966

Mr. H. A. Dick, Jr.
Vice President
General Construction Company
Box 2768
Portland, Oregon 97208

Re: John Day River Bridge
Reconstruction
Contract No. 6537
Bridge No. 108-B

Dear Sir:

Reply is made to your correspondence concerning the John Day Bridge.

The bridge was opened to traffic on February 1, 1966. At that time neither the structural strength nor the surface condition of the deck concrete in Span No. 5 met specification requirements.

Test cores have now been removed from the deck in Span 5 and a compressive test of these cores indicates that the concrete is satisfactory from a structural standpoint. However, an examination of the deck and of the cores, which you have seen, indicate that the easterly three truss panels of deck were damaged by frost action in the time immediately after pouring of the deck. Considerable wear and cavitation has occurred under traffic over this area.

The State proposes to accept the concrete in Span 5 as structurally adequate, but not to accept it as meeting surface requirements. The State proposes to withhold a sum of $5,370 to cover the cost of deck repairs by State forces when it becomes necessary.

Your letter of March 22 again refers to the request for an extension of time for the completion of work under this contract. Paragraph 8-8 of the standard

specifications is very explicit on reasons for an extension of time and it is the State's position that presently there is no basis for an extension of time under this contract as permitted by the specifications. We will consider any documentary proof which you may be able to obtain from your structural steel supplier to the effect that high yield strength steel could not be delivered to the fabricating shop in time to meet the proposed field erection dates.

Physical conditions at the project site and, specifically, high water in the river are not reasons for an extension of time, as it must be presumed that prior to the bidding all factors concerning construction had been considered by you in the light of the contract completion date.

Attempts were made to secure a reasonable agreement with your subcontractor for the extra work of repositioning Spans 6, 7, and 8 and Piers 4, 5, and 6. It was not possible to reach an agreement with your subcontractor and as a last resort, the State prepared its own details for the above extra work and authorized you to proceed with this work. Any delays to the overall completion of the project can be measured in terms of not to exceed four days for the noncompletion of the extra work.

Withholding of liquidated damages is covered by paragraph 8-7 of the standard specifications and it is the State's policy to withhold liquidated damages on contracts overruning in time as they become due from progress payments. Contract provisions do not provide for an automatic stop order on any portion of the work and the granting of stop orders is at the engineer's discretion. No stop order has been or will be authorized for the period required to complete all work under this contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
L. H. Young
Ivan Merchant
J. F. Putnam
Glen Abernathy

IDM:jf/TE:jwa

3111

GENERAL CONSTRUCTION COMPANY

•

GENERAL CONTRACTORS

•

4850 N. W. FRONT AVENUE
BOX 2768
PORTLAND, OREGON 97208

22 March 1966

EDWARDS

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Reference: Contract No. 6537

Dear Mr. Cooper:

By our letter of January 10, 1966, we advised you that all work to be done under the above contract required to open the structure to traffic was completed on January 10, 1966. We therefore believe it to be in order to request an increase in the contract time for the performance of the work under this contract.

As you are aware, Article 8-7 of the Supplemental Specifications provided that the bridge should be opened to traffic by August 1, 1965, with final completion to be on October 15, 1965.

We are herewith requesting that these dates be extended to February 1, 1966 (the date on which you actually opened the bridge to traffic) and April 15, 1966, respectively.

We also wish to object to and protest the assessment of liquidated damages against us, which you have effected through withholding monies presently due us under the contract.

Our request for extension of time and our protest is based upon a variety of causes which have delayed the completion of this contract, all of which are well known to the Highway Department through our prior correspondence and discussions with its representatives.

First and foremost, we would recall to your attention the fact that prior to the time this contract was entered into, the State knew that due to the unavailability of necessary structural steel it

was impossible to meet the August 1 opening date for bridge traffic, but that under the circumstances in which the State Highway Department found itself at that time, this partial completion date was utilized. We therefore believe that no penalty should be assessed against us, particularly since we have at all times proceeded as expeditiously as weather and water conditions and available steel supplies would permit.

Further, we base our request upon the facts that such delays as occurred resulted from causes not within the control of our company. So, for example, there was the high-water situation which completely shut down construction from April 20 to July 6 and also thereby delayed cofferdam and pier foundation work. Before and after the high-water period, the level of the river was from three to six feet over that which we had reason to anticipate and which was indicated on Sheet 1 of your Plans. Your records will show that this condition was due, in part, to an artificial raising of the John Day pool by the Corps of Engineers of which neither you nor ourselves were aware or had any reason to anticipate. Your records will also bear out the fact that your resident engineer was made aware of this high-water situation and subsequently acquiesced in the forced shutdown of the project.

We would also call to your attention the fact that the State failed to give the necessary authority and direction required to perform the force account work of repositioning of the piers and spans until early October, 1965. Until this necessary force account work was decided upon by you and appropriately authorized, it was not possible for us and for Bethlehem Steel Corporation to have completed the necessary steel erection and opened the bridge to traffic no matter what other causes of delay were present. We do not believe it to be proper or possible for the State to be assessing liquidated damages for any time period prior to the State itself performing its obligations under our contract. Likewise, we do not believe the State can assess liquidated damages for the period between the giving of its directions to proceed with the extra work and the actual opening of the bridge to traffic when our work during this latter period proceeded as expeditiously as possible and to the satisfaction of your resident engineer.

Inasmuch as you are presently withholding money due us,

we would appreciate your giving this matter your immediate attention. If necessary or desirable, we stand ready to come to Salem to review the matter with you.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

H. A. Dick, Jr.
Vice President

HAD/hy

BRIDGE DIVISION
APR 11 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
MAR 23 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 23 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 12 1966
FOR FILING

4-4-66

EP-46(0)
6537

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 2768
PORTLAND, OREGON 97208

4 February 1966

Edwards

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Reference: Contract No. 6537, John Day River Bridge

Dear Mr. Cooper:

We are in receipt of your letter of 26 January 1966 in regard to the Span 5 deck on the above-referenced project.

While we share your concern for the slow rate of increase in concrete strength of the Span 5 deck, exception must be taken to your statement that "....tests of the concrete indicate a low strength not meeting contract requirements ...." (underlining added). Based on paragraph (a) of Article 404-3.2 of the "Standard Specifications for Highway Construction (1964)", the contract requirements relative to concrete strength for this project provide that the design compressive strength at 28 days must be at least 3300 p.s.i. The same paragraph also defines that tests to determine this strength will be made in accordance with A.A.S.H.O. Designations T22 and T23. Since complete first-hand information is not available, no exception is taken to the methods and procedures used in making or testing the specimens obtained from the concrete pour in question. However, it is our contention that the curing of these specimens varied substantially from prescribed procedures and conditions as defined in paragraph 7 of A.A.S.H.O. Designation T23.

In particular, storage conditions called for during the first 24 hours, which A.A.S.H.O. states "have an important influence on strength development of concrete at all ages", were not provided. Whereas it is prescribed that all test cylinders shall be stored under conditions which maintain a temperature of 60° to 80° F adjacent to the specimens and prevent loss of moisture from the specimens, those taken from the Span 5 deck pour were protected only with one inch planks over the top of each cylinder. No attempt was made to maintain proper conditions of temperature or moisture.

copy to F—

no answer forthcoming — 4-8-66
Edw

NOTED
TOM EDWARDS

At the end of 24 hours, test specimens are to be further cured in accordance with one of two prescribed procedures, depending on whether the purpose of the cylinders is to check the design strength of the concrete and provide a basis for acceptance, or to determine when a concrete structure may be placed in service. In the case of the first-mentioned purpose, it is our contention that none of the test cylinders were cured in a manner which would provide specimens satisfactory for checking design strength and acceptance. With respect to the latter purpose, it is highly questionable whether necessary field control conditions, specified times for the transfer of specimens to the laboratory, and proper laboratory conditions prior to testing were followed and maintained.

On this basis, it is our position that no proper testing program for the purpose of determining the design strength of the concrete has been conducted, and the methods and procedures utilized in curing specimens for the purpose of putting the structure into service vary substantially enough from those prescribed to furnish results and data which are inconclusive and unreliable. Furthermore, it should be pointed out that the contract requirements relative to concrete strength at 28 days define only the design strength, as determined by prescribed tests, and include no reference to correlation between the development of design strength in the laboratory and actual strength in the field. The specifications do not, therefore, preclude the possibility that actual conditions in the field may retard the rate of curing and strength gain to a point where desired actual strength is not achieved within the 28 day period prescribed for design strength.

A number of other circumstances and conditions pertinent to deck concrete at Span 5 should be considered in your determination of the acceptability of this portion of the project. First, permission was requested of and received from the Resident Engineer for pouring concrete under the weather conditions which prevailed, as required under the provisions of Article 404-3.17 of the Standard Specifications. Prior to receiving this permission, all phases of the operation and problems attendant thereto were thoroughly discussed by the Resident Engineer and our job superintendent. This included study of weather forecasts, discussion of methods for handling and placing concrete, the use of hot water and additional cement in the concrete mix, and materials and methods for protecting the concrete after placement. In addition, the situation was fully reviewed by this office and the Resident Engineer advised that he consulted and received concurrence of the Bridge Department. It was not until all parties had ample opportunity to examine all aspects of the situation that the Resident Engineer's permission was received and the pour scheduled.

Mr. Forrest Cooper,
State Highway Engineer
Salem, Oregon

Page Three

On the basis of the information contained herein, it is respectfully requested that a threefold review of this situation and your position be undertaken as follows:

1. Further examination of the concrete testing procedures and results forming the basis of your conclusion that Span 5 deck concrete does not meet contract requirements.

2. Re-evaluation of your decision not to accept the Span 5 deck and release of payment for this portion of the project.

3. Reconsideration of the request contained in our letter of 10 January 1966 to the Resident Engineer in regard to assessment of liquidated damages.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

Jack H. King

Jack H. King
Project Manager

JHK/rj

RECEIVED
FEB 7 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 7 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 18 1966
FOR FILING
ER-96 (1)
6537

February 17, 1966

Mr. Robert E. Jones
Attorney at Law
Peay Village
North Bend, Oregon 97459

Dear Mr. Jones:

Your letter of February 11 poses four questions re the John Day Bridge which I shall answer in turn.

1. The general contractor was the Pacific Concrete Company (an Oregon corporation), Otis P. Jordan, Jr. (an individual), and C. V. Glidden (an individual), in a joint venture.

2. The cost of rehabilitation of this structure will be approximately $830,000.

3. I have not seen the newspaper clipping to which you refer. The construction of this bridge was under the direction of Resident Engineer Donald W. Callaher.

4. Mr. Callaher remained in the employ of the Department until February 1, 1966, at which time he resigned to join with others in the establishment of a new firm, the Oregon Engineering Company, with headquarters in Eugene.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: R. L. Porter
Tom Edwards
Victor D. Wolfe

TE:jwa bg

2857

ROBERT E. JONES
ATTORNEY AT LAW
PONY VILLAGE
NORTH BEND, OREGON 97459
TELEPHONE 756-4477

FEB 14 PM

February 11, 1966

Mr. Forest Cooper
State Highway Engineer
Highway Dept. Bldg.
Salem, Oregon

Dear Mr. Cooper:

If possible I would like to obtain from you the following information:

1. The name of the general contractor of the ill fated bridge at John Day, Oregon;

2. The amount of loss in Federal and State Funds;

3. The name of the Highway Department Inspector who, (according to newspaper reports) insisted that the contractor go to bed-rock before pouring the piers;

4. The present status of the above mentioned inspector.

Thank you for your assistance and cooperation in this matter.

Very truly yours,

Robert E. Jones

REJ:sj

RECEIVED
FEB 14 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 3 - 1966

FOR FILING
EP-76(1)
6537

Salem, Oregon
February 3, 1966

Contract No. 6537
John Day River Bridge Repair
General Construction Co.

C. H. Maison
Auditor

B U I L D I N G

Your office is requested to invalidate the Warrant and Pay Voucher No. 11 on the above-mentioned contract.

This office will immediately prepare a revised monthly estimate No. 11 to reflect a reduction in payment for nonspecification work on bridge span 5.

L. H. Young
Office Engineer

VGumb
cc: T. Edwards
I. Merchant

RECEIVED
JAN 28 1966
FOR FILING
EK-96 (0)
6537

January 28, 1966

Mr. J. B. Warner
Press Relations Representative
Bethlehem Steel Corporation
Box 3494
San Francisco, California 94119

Dear Mr. Warner:

This is in reference to your letter of January 10 concerning a news release on the reconstruction of the John Day River Bridge.

We would prefer that work on the bridge proceed with as little fanfare as possible. This bridge has been beset by a multitude of problems and as a result has generated a great deal of unfavorable publicity. We would like to see the bridge opened with traffic flowing across it and the less said about it the better.

The news release you submitted has been corrected as requested. While we cannot prohibit the publishing of the release, we would very much appreciate that it not be done. I hope you understand and appreciate our views in this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

bc Forrest Cooper
R. L. Porter
Ivan P. Merchant

Bethlehem Steel Corporation

100 CALIFORNIA STREET
MAIL: BOX 3494

M. D. POST
MANAGER OF PRESS RELATIONS
J. B. WARNER
PRESS RELATIONS REPRESENTATIVE

SAN FRANCISCO, CALIF. 94119

PHONE: 981-2121
AREA CODE 415

173

January 10, 1966

Mr. Ivan P. Merchant, Bridge Engineer
State of Oregon
Division of Highways
Salem, Oregon

Dear Mr. Merchant:

Attached, for your approval, is a proposed news release we have developed on the reconstruction of the John Day River Bridge with an unusual use of a modified "Chicago boom". We plan to release this story to newspapers and West Coast and national trade magazines.

Please make any corrections or additions you feel are necessary and return to me at your earliest convenience.

Sincerely yours,

J. B. Warner

J. B. Warner
Press Relations Representative

JBW:if
Att.

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JAN 12 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

Via Discuss

RECEIVED
JAN 27 1966
FOR FILING
ER-96(.)
6537

January 26, 1966

General Construction Company
P. O. Box 3845
Seattle, Washington

Re: John Day River Bridge
Contract No. 6537
Bridge No. 10BB

Gentlemen:

Span 5 deck of the John Day River Bridge was poured on December 22, 1965. Cylinder tests and other physical tests of the concrete indicate a low strength not meeting contract requirements over a portion of the span and evidence of surface frost damage over a portion of the span.

It is now planned to open the bridge to traffic at 12 o'clock, noon, on February 1, 1966. However, this is to advise you that the State is not accepting the Span 5 deck and will withhold payments for this portion of the project. As provided by the contract, the assessment of liquidated damages for the first phase of construction will cease upon opening to traffic. If the concrete deck fails to meet the contract requirements in a reasonable time it will be your obligation to make such corrections as are necessary.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

IDM:mm;TE:jwa

cc General Construction Company
Box 2768
Portland, Oregon 97208

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
J. F. Putnam
Donald Gallaher

RECEIVED
JAN 31 1966
COMMISSIONERS

FOR FILING
6537

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
[redacted]
Salem, Oregon

January 26, 1966

General Construction Company
P.O. Box 2768
Portland, Oregon

Re: John Day River Bridge Reconstruction
Contract No. 6537

Attn. Mr. Jack H. King

Gentlemen:

Concerning your request for a shut down order on suspension of structural steel painting during the winter months - no such order will be issued prior to the time traffic is routed over the bridge deck. Your request will be considered, after traffic is using the structure and you will then be notified, as soon as a decision is made.

As you know I am leaving the State Service. My successor as Resident Engineer will be Mr. Glenn D. Abernathy and his office, after February 1, 1966 will be located at 701 East Main Street, Hermiston, Oregon. Mailing address: P.O. Box 982, Hermiston, Oregon 97838, telephone 567-5521.

It has been most enjoyable working with you and your firm, and it is my sincere hope that all the job problems will be resolved with equity to all parties.

Very truly yours,

D. W. Gallaher

D. W. Gallaher
Resident Bridge Engineer

cc: Mr. Tom Edwards ✓
Mr. I. D. Merchant
Mr. A. A. Rear
Mr. J. F. Putnam
Mr. Ed Harnie of General Construction Co.

NOTED
TOM EDWARDS

RECEIVED
JAN 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 27 1966
FOR FILING

COMPTROLLER GENERAL OF THE UNITED STATES
WASHINGTON, D.C. 20548

B-144887

EP-16(1)
6527

January 24, 1966

RECEIVED
JAN 28 1966

Mr. G. E. Rohde
Chief Counsel
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Rohde:

Reference is made to your letters of April 23, August 18 and December 9, 1965, claiming that under contract DA-45-164-CIVENG-61-103, the Corps of Engineers should participate in the cost of reconstructing that part of the John Day River Bridge which collapsed following a flood in December 1964.

The contract is with the State of Oregon for the purpose of relocating certain highways which will be inundated by the construction of the John Day Lock and Dam project. As a part of the contract, the parties agreed that the State would construct across the John Day River a new bridge with the Government reimbursing the State for the cost of constructing two lanes, the bridge actually having four lanes.

In December 1964, many months after the State had accepted the bridge for use, the river which it spanned was struck by flood conditions. Pier 3, one of the bridge's supporting piers located in the riverbed, was washed out by the flood waters and the part of the bridge supported by the pier collapsed.

You indicate that the State has awarded a contract for approximately $883,000 for the repair of the bridge and you contend that the costs of such restoration should be reimbursed by the Corps of Engineers under its contract with the State. You suggest that this is proper under either one of two theories. First, you indicate that the contract has not been completed and, on the basis that the contract involved is an entire and indivisible contract, the Government should bear the loss for the bridge because it agreed to furnish substitute highways to the State in consideration of the latter's relinquishment of its old highways, and before this was completely accomplished a portion of the substitute facility was damaged. You contend that the Government has a continuing responsibility to the State to furnish an undamaged highway system. The second basis upon which you believe reimbursement is justified is article 8 which provides as follows:

"Deferred Construction. - It is mutually recognized by the parties hereto that the relocated highways, except Interstate Highway 80N between Sta. 390+00 to Sta. 600+00, Sta. 1200+00 to Sta. 1150+00, on the Rufus-Arlington section and the Heppner Junction Section except Sta. 560 to Sta. 660+00 and the Boardman Section except Sta. 1330+78 to Sta. 1413+50, are constructed on terrain consisting of high rock bluffs and talus slopes and border the reservoir to be created by the project which conditions may result in extraordinary damage during the period of time required for stabilization of the highway facilities following their completion. In order to provide reasonable assurance to the State against such extraordinary damage due to any rock falls, caving, sliding, slipping, sinking or settling of the roadbed, structures, embankments or cut slopes and to save the Government the expense of construction of features that may not in fact be required if firm assurance against such damage were provided in the initial construction of such facilities, it is agreed that the Government shall, for a period not to exceed five (5) years following the date of acceptance by the State for use of public traffic, pay to the State all actual cost incurred by the State in repairing such extraordinary damage as mutually agreed upon between the State and the Government. The work of such deferred construction will normally be performed by the State, either with its own forces or through responsible contractors employed by it. Except in cases where continuity of traffic is involved, the State shall submit to the Contracting Officer plans, specifications and estimates for such work as the State will perform and shall not commence the work until such plans, specifications and estimates shall have been approved by the Contracting Officer."

In that connection, you point out that the bridge is not within any of the stations described in article 8 as being excepted from the article and you contend that the sinking of the pier under the bridge structure comes within the contemplation of the article. While the Corps of Engineers has denied liability on the basis that the damage is not attributable to unseasoned and unstabilized embankments or cut slopes on terrain consisting of high rock bluffs and talus slopes that border the reservoir, you contend that the latter terms as they appear in article 8 are to be read in parallel, with each being given a separate effect and meaning so that all the conditions need not be present.

While it may be that certain phases and transactions of the contract remain to be completed, including the execution of a release by the State, the application of the theory suggested by you that the Government is liable on the ground that the contract is indivisible is negated by the specific provisions of the contract. Article 6 provides that all facilities constructed by the Government shall become the property of the State upon acceptance for public use as provided in article 7. Article 7 provides a procedure whereby, within 30 days after completion of any segment of highway to be immediately opened for public use, a final inspection is to be made by representatives of the State and the Government to determine whether the relocated facilities have been completed in accordance with the contract, and if inspection reveals that the facilities have been so completed the State is required to accept the segment of highway for maintenance and public traffic. The only exception to the State bearing the cost of maintenance is that deferred construction provided in article 8. In view of the referenced provisions, it appears that the State agreed that once it accepts any segment of highway for public use it becomes the property of the State and that it will assume responsibility thereafter for upkeep absent the existence of those conditions specified in article 8 for which the Corps of Engineers has agreed to make reimbursement.

Turning now to the question whether article 8 provides any relief for the flood damage to the bridge which the State has had to repair, in our opinion a reasonable interpretation of the clause requires a negative conclusion. The clause recognizes that because the highways are constructed on terrain consisting of high rock bluffs and talus slopes and border the reservoir to be created by the project, these conditions may result in extraordinary damage during the period required for stabilization after completion of the highways. These are the conditions which the clause seems to anticipate may cause rock falls, caving, sliding, etc., of the roadbeds, structures, etc., and it is these conditions only for which the Government apparently was assuming the risk. We find nothing in article 8 which indicates that it is intended to provide protection against unnatural conditions or anything other than the conditions specified therein. As you have recognized, the flood which occurred in December 1964 was an unprecedented one. We, therefore, do not believe that it is reasonable to consider such an unnatural occurrence within the contemplation of the parties at the time of contracting in view of the conditions specifically itemized, and in the absence of a definite agreement to that effect.

For the foregoing reasons, and since the State accepted the bridge for use months before its partial destruction, it must bear the expense of the reconstruction. Accordingly, we concur in the determination of the Corps of Engineers in denying the claim of the State.

Very truly yours,

Frank H. Weitzel

Acting Comptroller General
of the United States

RECEIVED
JAN 24 1966

SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1966

SUBJECT: John Day River Bridge
Bridge No. 108B

To: MEMO TO FILES:

Mr. Tokerud of the Bureau of Public Roads called me late Wednesday, January 19, and requested a meeting time for representatives from the General Accounting Office regarding the John Day River Bridge.

At 9:00 o'clock this morning Mr. Tokerud of the Bureau of Public Roads, Mr. Sisson and Mr. Hieb of the GAO were in my office for a short meeting. Also, in attendance was Mr. George Rohde, Chief Counsel.

The GAO representatives requested copies of the plans, special provisions, contract, and standard specifications for the original contract. Later in the conversation they also requested copies of all Extra Work Orders and Price Agreements.

The GAO representatives asked me to explain the background and method of determining the change in footing elevation for Pier 3. This I described in detail from memory. They desired to know if there were any written communications agreeing to the revision in the pier footing. I told them that to my knowledge there were no written memorandums on this subject, however, both the Bureau and the Corps were verbally informed of the revision. They also were told that I was speaking from memory and very possibly there were written memorandum in the files either the files of the Resident Engineer, the Division or our general office files commenting on the change in footing elevation. It was pointed out to the GAO representatives that the right footing of Pier No. 2 fell on the edge of a rock cliff and had to be carried very much deeper than the plan elevation, and that there were minor elevation changes in various other piers founded on solid rock.

Ivan D. Merchant
Bridge Engineer

IDM:mn

NOTED
JOM EDWARDS

cc: Mr. George E. Rohde
Mr. Tom Edwards

RECEIVED
JAN 19 1966
FOR FILING

EK-96(1)

6537

file

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 2768
PORTLAND, OREGON 97208

January 12, 1966

REFERRED TO
admin
BY SECRETARY

this contract was awarded 1-27-65 -

State of Oregon
Department of Highways
Salem, Oregon

Gentlemen:

Reference Contract No. 6537, John Day River Bridge Reconstruction, No. 108B.

We have elected to become a direct responsibility employer under the new Workmen's Compensation Law, and as a result will contribute premiums on our employees' earnings to the Argonaut Insurance Company.

Our registration number issued by the Workmen's Compensation Board is 503983.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

R. P. Stockwell

RPS/hy

cc: Jewett, Barton, Leavy & Kern

RECEIVED
JAN 13 1966
OREGON
STATE HIGHWAY COMMISSION

Copy to Asst Engr

RECEIVED
DEC 29 1965
FOR FILING

Form CO-127
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

ER-96(1)
6337

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: December 27, 1965

In reply refer to: 08-35.DA-1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

KLAMBOE

SUBJECT: Oregon Project ER-96(1)
Order for State Force Work, No. 1

Mr. Young's letter of December 6, 1965 furnished copies of subject State Force Order providing for removal of earth barricades, Type II barricades, electrical facilities and signing on John Day River Bridge section. This letter confirms our December 3, 1965 tentative oral advance approval of the proposed work.

We have approved the use of State force account procedures in accordance with PPM 21-6.2 by use of labor, materials and equipment furnished by the State and under your direct control for the reasons given in Mr. Young's letter and in the estimated amount of $1,400 with Federal participation of $840.00.

State equipment rental rates will be according to a schedule that has been previously approved by this office for use on Force account work. Participation in costs will be determined on an actual cost basis, however, our participation is contingent upon determination of Corps of Engineers' responsibility for the work.

Attachment

REFERRED TO
By Asst. State Hwy. Engr. 12-28-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-106—5M

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 1

Project Name John Day River Bridge Reconstruction Date November 19, 1965

Highway Columbia River Contract No. 6537 F. A. Project No. ER-96(1)

County Sherman and Gilliam Prefix 611-1066 Account No. 274-01

Description of Work To Be Done:

Remove earth barricades and perform all work necessary for opening structure to 4-lane traffic.

BPR Endorsement: Our approval is contingent upon determination of Corps of Engineers responsibility for work.

Location by Station Numbers:

"L" 350+00 to Sta. "L" 392+00

Estimate of Quantities and Costs:

Labor	$ 800.00
Materials	200.00
Equipment Rental	400.00
Total	$1,400.00

Explanation:

Items of work anticipated to be covered by this order include the following:

1. Remove earth barricades at each approach.
2. Remove Type II Barricades for detour channelization.
3. Remove all electric facilities and "Slow" signs. (over, Please)

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 883,431.00
Present estimate of project cost, including $1,400.00 for work under this order	$ 917,965.17
Expected over-run (amount)	$ 34,534.17
Expected over-run (per cent)	3.91

Space to right of this line is for use of Salem Office

Submitted by: /s/ D. W. Gallaher, Resident Engineer

Approval Recommended: /s/ Ivan D. Merchant, Bridge Engineer

Approval Recommended: /s/ J. F. Putnam, Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

4. Remove all detour signs and barricades
5. Replace median barrier guard rail, removed for detour construction
6. Replace short sections of right of way fence, removed for detour construction.
7. Load and haul Span #6 repositioning materials lane to Rufus Maint., for storage.
8. Stripe new roadway deck slabs in spans 4 and 5.

State forces have previously installed barricades, signs, and flashing lights and guard rail as a result, all this removal work may best be performed by the same personnel. It should be noted that almost all of this proposed work is in connection with traffic control, under detour construction, and removal.

No allowance or provision for the performance of this work has been made in the contract provisions or project authorization.

Work not started November 19, 1965
Estimated starting date January 3, 1966

FORM E-123X SOM 2-65

RECEIVED
DEC 15 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
DEC 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

December 9, 1965

RECEIVED
DEC 13 1965
LEGAL & RIGHT OF WAY

Mr. Albert Goldstein
Assistant General Council
United States General
Accounting Office
Washington, D. C. 20545

Re: B-144887
Recovery of Costs,
Reconstruction of
John Day River Bridge

Dear Sir:

The Facts

The United States, for and in behalf of its Army Engineer, Walla Walla, Washington District, on October 25, 1961, entered into a contract with the State of Oregon, for and in behalf of its State Highway Commission, whereby a certain section of the Columbia River Highway was to be relocated. The development of a navigation and flood control project by the Government, to be known as the John Day Lock and Dam, necessitated the said relocation.

The State agreed to accept the said relocation as just compensation for such taking by the Government, and to convey to the Government all of its title to the old right of way.

The Government was the scrivener of the contract.

The Government was anxious to secure completion of the relocation so traffic could be relocated over the new facility and it could obtain possession of the State's old right of way. The Government requested, and the State agreed, because of the State having the necessary facilities therefor, to perform at the expense of the Government certain work on said relocation, including the construction of all bridges.

The contract by its Article 8 included a deferred construction expense clause. This was made necessary by reason of the fact that land bordering the Columbia River was to be taken by the Government for the flood control project and necessitated reconstruction of the highway in an area not as conducive to good highway construction and maintenance. The area over which the bridge was constructed was included in the segment of the roadway subject to this clause.

Pursuant to the contract the State constructed through public contract the John Day Bridge and the same was completed on September 20, 1963. The State, in writing, and pursuant to the contract, accepted this segment of the relocated highway and opened the same to public travel.

NOTED
FOREST COOPER

A little over one year elapsed after such acceptance when, due to a cause for which neither contracting party was responsible, the bridge collapsed. The question of the State's negligence is not involved here, as that is factual and does not depend upon an interpretation of the different clauses contained in the contract.

To date the relocation has not been completed, no exchange of properties has been made nor any final release given.

Question for Determination

Upon whom falls the loss for the cost of reconstruction of the John Day Bridge?

Clauses of the Contract Which Require Interpretation

Article 2. Obligations of the Government.

"d. Reimburse the State for the actual cost incurred for all items of work performed hereunder by the State at Government expense."

Article 3. Obligations of the State.

"b. Except as otherwise provided for herein, participate in the highway relocations contemplated by this contract by performing at the expense of the Government, except as provided in Article 5c, and in accordance with the approved plans, specifications and exhibits referred to in Article 1, the construction and inspection of all bridges and interchange structures and all construction work within the limits established in Article 2b(3) and 2b(5) as described in Exhibit "C" attached hereto and referred to in said Article 1; and shall perform such additional items of work at the expense of the Government as may, in the judgment of the State Highway Engineer and as authorized in writing by the Contracting Officer, become necessary during the progress of the relocation work. The State shall accomplish the work described herein by contracts publicly advertised for bids and awarded to the lowest responsible bidder, provided that such

award shall be subject to the approval of both the State Highway Engineer and the Contracting Officer. Minor items such as striping, signing and landscaping may be performed by State forces." (Page 10)

Article 6 provided:

"a. The highway facilities constructed hereunder by the State shall be and remain the property of the State. All facilities constructed hereunder by the Government shall become the property of the State upon acceptance for public use as provided in Article 7 hereof. The State shall be responsible for all materials furnished and work performed by it." (Page 18)

Article 7 provided

"a. The Government shall have the right to inspect the work to be performed hereunder by the State, on any work unit, at any time during its progress and to make final inspection upon completion thereof. Failure of the Government to object within twenty (20) days after final inspection, or within thirty (30) days after completion of any work unit, shall indicate satisfactory performance of the contract by the State.

"b. The State shall, at the expense of the Government assign such engineers and/or inspectors as it deems necessary to determine that the construction being done by the Government as agent for the State is being done in conformance with the approved plans and specifications and in compliance with good construction standards. The Government, through the District Engineer, shall be notified within 20 days of any work deemed not in accordance with the foregoing, and acceptance of or reimbursement for any work not in accordance with the foregoing will be withheld until corrected to the satisfaction of the State. Failure of the State to object within thirty (30) days after completion of any work shall indicate satisfactory performance of said work by the Government.

"c. Within thirty (30) days after completion of any segment of highway to be immediately opened for

public use, a final inspection thereof shall be made jointly by representatives of the State and of the Government for the purpose of determining whether or not the relocated facilities have been completed in accordance with this contract and with the plans and specifications referred to herein. If this inspection develops that the facilities have been so completed, the State shall accept forthwith in writing such segment of the relocated Interstate Highway 80 N, John Day Highway 5 (State Route 19), and Heppner Highway 52 (State Route 74) for maintenance and public traffic." (Pages 19-20)

Article 8 provided:

"Deferred Construction.- It is mutually recognized by the parties hereto that the relocated highways, except Interstate Highway 80N between Sta. 390+00 to Sta. 600+00 Sta. 1200+00 to Sta. 1150+00, on the Rufus-Arlington section and the Heppner Junction Section except Sta. 560 to Sta. 660+00 and the Boardman Section except Sta. 1330+78 to Sta. 1413+50, are constructed on terrain consisting of high rock bluffs and talus slopes and border the reservoir to be created by the project which conditions may result in extraordinary damage during the period of time required for stabilization of the highway facilities following their completion. In order to provide reasonable assurance to the State against such extraordinary damage due to any rock falls, caving, sliding, slipping, sinking or settling of the roadbed, structures, embankments or cut slopes and to save the Government the expense of construction of features they may not in fact be required if firm assurance against such damage were provided in the initial construction of such facilities, it is agreed that the Government shall, for a period of not to exceed five (5) years following the date of acceptance by the State for use of public traffic, pay to the State all actual cost incurred by the State in repairing such extraordinary damage as mutually agreed upon between the State and the Government. The work of such deferred construction will normally be performed by the State, either with its own forces or through responsible

contractors employed by it. Except in cases where continuity of traffic is involved, the State shall submit to the Contracting Officer plans, specifications and estimates for such work as the State will perform and shall not commence the work until such plans, specifications and estimates shall have been approved by the Contracting Officer." (Pages 20-21)

Article 11 provides:

"Release. The State agrees, on completion of the relocation and/or alteration work provided for herein, to accept said substitute facilities and payments provided for herein as full and just compensation for any and all damages and injury that have been caused or that may be caused to the facilities relocated or altered hereunder by reason of the construction and maintenance of the project by the Government to the extent described in the flowage easements to be granted by the State, and upon the final payment and acceptance of said substitute facilities as herein provided, the State does hereby release the Government from any and all further claims or demands for or on account of any damages to the lands conveyed and the highways relocated and/or altered hereunder which result from the construction, operation and maintenance of the project in accordance with the pool elevations and discharge rates so described." (Page 22)

Argument and Law

It is elementary, needing no citation of authority, that any ambiguous clauses to the contract must be construed most strongly against the Government.

The problem and legal question which arises here is whether the contract is entire and indivisible or is one that is severable. This problem arises frequently under construction contracts where a loss is occasioned to a partially completed structure not due to the fault of the owner or contractor. If the contract is entire and indivisible, the loss falls upon the contractor. If severable, the owner must bear the cost of rebuilding. Of course, by agreement, the responsibility for such loss can be placed upon either of the parties.

Collins v. Post, 227 Or. 299, 362 P.2d 325 (1961)

Oregon Mutual Fire etc. v. Mathis, 215 Or. 218, 223, 334 P.2d 186

Waterway Term. v. P. S. Lord et al., 81 Or. Adv. Sh. 285, 298-99, _____ P.2d____, (Oct. 13, 1965)

Savage v. Glenn, 10 Or. 440, 13 Pac. 442

13 Am. Jur.2d 67-72, Building and Const. Cont., §§ 64-70

9 Am. Jur., Building and Const. Cont., § 59

53 A.L.R. 108

17 C.J.S. 961, Contracts, § 466 B

We urge that a fair reading of the contract and a perusal of the facts surrounding the making of the same leads to only one conclusion. That is that the Government, in the first instance, required the State's right of way for the John Day Dam project. The Government agreed to provide a substitute facility to the State in consideration of the State's relinquishment of its old roadway to the Government. The State's old right of way was down on the flat land more or less bordering the river. The Union Pacific railway right of way was immediately to the South of the State's old roadbed. In the relocation in certain areas it was necessary to build the new roadway on terrain which would not have been

chosen for highway construction had there been a possibility of choice between sites. The parties recognizing this very condition, made certain areas of the new roadbed subject to Article 8 of the contract calling for deferred maintenance cost at Government expense.

The State, in order to speed up the relocation and make the old roadway available to the Government, and due to its previous experience and trained personnel, agreed to design and supervise the construction of certain features of the new facility including bridge structures. The railroad company refused to do this in the relocation of their roadway. This is important in interpreting the contract because although the railroad bridge had been completed, too, at the time of the highway bridge's collapse, the Government immediately at their expense took additional precautions to protect the new railroad facility. We recognize that the railroad company had not accepted their new facility at that time.

The contract, by reason of the provisions of Article 7, provided for partial acceptance by the State of the new facility. This was for the benefit of the Government, solely, because traffic could have used the old roadway until the new one was fully complete. The State, however, did accept this segment of the new facility for maintenance and public traffic, so that this same portion of the old roadbed could be turned over to the Government promptly. The question is whether Article 7 and the action by the State in acceptance make the contract severable or did it remain an entire one?

The main purpose of the contract was to provide a substitute facility for an existing highway. The State received no particular benefit as it already possessed that. Until such a substitute facility is provided, as contemplated by the contract, it would seem, the Government's obligation is a continuing one. The just compensation designated by the contract was a substitute facility. Can the State be required to accept half of a new facility in place of its old one?

Article 11 of the contract provides for final acceptance and release. It is believed that a fair reading of its provisions leads to only one conclusion: that the Government agreed to provide at its expense a new facility to the State in consideration of receiving the State's old roadway. Until this has been provided, the State has not received just compensation.

In Stover v. Allen, 1 Heisk, Tenn. 486 (1861), it was held

that the loss due to the collapse of a partially completed bridge must be borne by the contractor as the contract was entire to furnish a completed bridge. (See also Goin v. Board of Ed. City of Frankfort, 183 S.W.2d 819 (Ky. 1944), Lonergan v. San Antonio Loan & Trust Co., 104 S.W. 1061 (Texas).

In School Trustees of Trenton v. Bennett, 104 N.J.L. 513, 72 Am. Dec. 373 (1859), the loss was placed on the contractor where the school building gave way due to unstable soil. It was said the contract was entire to deliver a completed school building and this the contractor must do.

We submit that partial acceptance by the State for the sole benefit of the Government does not make the contract severable. Their obligation remains to turn over a substitute facility that will adequately replace the old one. Neither acts of God nor unforseen difficulties are excepted from the contract.

The facts of this case are not unlike those arising in B-157377 Comp. Gen. Dec. (Nov. 3, 1965) where the additional costs of completion in construction of a dam occasioned by a slide (act of God) was placed upon a state water control authority who had agreed to participate in the total cost of the dam in consideration of certain storage rights. Here, as in the cited decision, the object of the contract was to provide a substitute facility and the contract's purpose was not frustrated when the flood occurred causing the bridge's collapse.

Even if it can be said that the contract is severable, a further problem arises with respect to Article 8 which provides for deferred maintenance at Government expense for five years. It was recognized by both the Government and the State that the taking of the old roadway would necessitate the relocation in an area which was not as conducive to good highway engineering. In segments where this was not so, such segments were excepted out of this provision. The area where the bridge was located was left within the meaning of this clause.

The Government now contends that this clause is inapplicable. Certainly they cannot logically argue that such clause was only applicable to causes arising after the dam's completion and the filling of the reservoir. The express terms limited recovery to five years from acceptance and opening to public traffic by the State, not to five years after the filling of the reservoir.

We repeat a portion of Article 8:

". . . In order to provide reasonable assurance to the State against such extraordinary damage due to any rock falls, caving, sliding, slipping, sinking or settling of the roadbed, structures, embankments or cut slopes and to save the Government the expense of construction of features that may not in fact be required if firm assurance against such damage were provided in the initial construction of such facilities, it is agreed that the Government shall, for a period of not to exceed five (5) years following the date of acceptance by the State for use of public traffic, pay to the State all actual cost incurred by the State in repairing such extraordinary damage as mutually agreed upon between the State and the Government."

Let us assume that an earthquake occurred within the time provided and the rock bluff caved in above the highway causing slides to come down on the new roadway. Would such loss be covered? We contend it unquestionably would be. The reason for the deferred maintenance clause was not to protect the State from damages caused by the near proximity of the reservoir but to protect it from being required to accept a new facility in an area where a highway would not have ordinarily been relocated. It is no answer to say we did not really mean for the Article to apply to the river bed because it was already stable. The fact is that this area is included, by reason of the failure of the scrivener to the contract to exclude it. The very least that can be said is that the Article is ambiguous and, under such circumstances, interpretation must be construed most strongly against the Government.

The facts are that in this location the economical method of constructing the bridge required piers in an unstable John Day River bed. Had the bridge been in another location a clear span could have been provided. The Government approved the design, plans and specifications. Their inspectors and contracting officer were present at the time of the bridge's construction. The bridge's collapse was due to a settling of one of the piers. We believe and urge that this was a contingency clearly provided against by the deferred maintenance clause.

In Breeknact Company v. Pritchard, 6 Term. Rep. 750, a bridge collapsed due to an exceptional flood. There was a covenant on the part of the contractor to uphold and keep the bridge in repair for a period

of seven years. It was held that the loss was on the contractor where the bridge fell two years after opening.

We believe that the deferred maintenance clause provided for protection against loss due to the required location of the bridge in this location even from acts of God, and, not those due solely to the action of the reservoir in this area.

In conclusion, it is recognized that by the provisions of Article 6 the State was responsible for all materials furnished and work performed by it, and that the bridge became our property when the same was accepted for public use. However, the question of negligence of State's officers and employees is not involved here in interpreting the contract. That is a factual question to be decided by a court of law.

The foregoing supplements Mr. Rohde's letter of September 16, 1965, and should be considered in connection therewith.

We urge that an interpretation of the contract requires a finding that the Government must participate in the cost of rebuilding the John Day River Bridge.

Respectfully submitted,

G. H. ROHDE
Chief Counsel

JHP:GHR:ap
Enc.

cc Mr. A. W. Parsons
Bureau of Public Roads

Col. Frank D. McElree
Corps of Engineers

WORKMEN ON COLLAPSED John Day River bridge, which lost a pier and two of its spans in the flood of Dec. 22, expect to have the spans in place atop the new pier by next week, but admit reconstruction of the bridge has been a long and costly project. Union Pacific freight train crosses adjacent new high level bridge, required by the higher levels of water in the Columbia River nearby with creation of the pool behind John Day Dam. Old highway and railroad bridges can be seen at lower center of photo. These locations will be under water. (Another picture on page 2).

End In Sight After Tough Job Of Repairing John Dav Bridge

With two of the biggest challenges behind them crews engaged in rebuilding the high bridge on four-lane Interstate 80N Freeway over the John Day River can see the end in sight. The structure is situated 35 miles east of here.

But the structure, which lost a pier and two spans in a flood-caused collapse Dec. 22, 1964, likely will see the passage of more than a year before it can be returned to service

Closure of the void in the decking is expected by next week, said Don Gallaher, resident bridge engineer for the State Highway Department, who has been on the job in his small office building almost beneath the wrecked bridge since last February.

All the necessary steel is on hand and every day more of it is put into position high on the bridge, with the decking 163 feet above the water of the river.

By the seond week in December, weather permitting, crews should make the first deck pour on a 202-foot section, the engineer said.

If the weather holds, he said, the second 202-foot pour should be completed soon after the first of the year.

"But if the mercury falls below 40 degrees," Gallaher said, "we can get into trouble, for wet concrete doesn't hydrate well in that temperature range."

Painting of the bridge will then remain, but crews will handle this assignemtn after it is in use, the engineer said.

Workmen do not like to paint a bridge when traffic is moving across it, but this often is necessary, the engineer said. The hazard of automobile damage is always present from the paint spray, which likely will come up from under the bridge in a cloud because of updrafts in the area there, Gallaher explained. Handrails and curb also will be painted along with the spans and piers.

Boss of the big job on the bridge, which originally cost $2.7 million and is estimated to cost an additional $900,000 for the repairs, is Ed Harmic, project superintendent for the general contractor, General Construction Co of Portland and Seattle.

Harmic and Gallaher developed the program for overcoming two of the big hurdles to early completion of the contract, rebuilding of the collapsed under water pier, and moving of the No. 6 span by four and one-half inches to permit connecting up the two new spans.

Crews were still working under the surface of the John Day River, following the spring freshet, attempting to anchor the two legs (shafts) of the pier, when Aug. 1 arrived— the deadline for completion. The original pier didn't rest on bedrock.

Since then the contractor has been assessed liquidated damages of $150 a day to continue until completion of the contract.

Then the crews moved into another problem area, moving of the span, which involved also a shift in the position of a pier.

This was highly technical maneuver, involving many factors, but in the end was accomplished by the force exerted by four hydraulic jacks, each capable of exerting a force of 60 tons, or 240 tons in all.

This time all bridge piers will be solidly anchored on bedrock, but there's been high cost both in dollars and in time. Originally, the contractor was permitted to anchor the one underwater pier on compacted rock, which was washed loose by the highest water last December ever recorded on the John Day River.

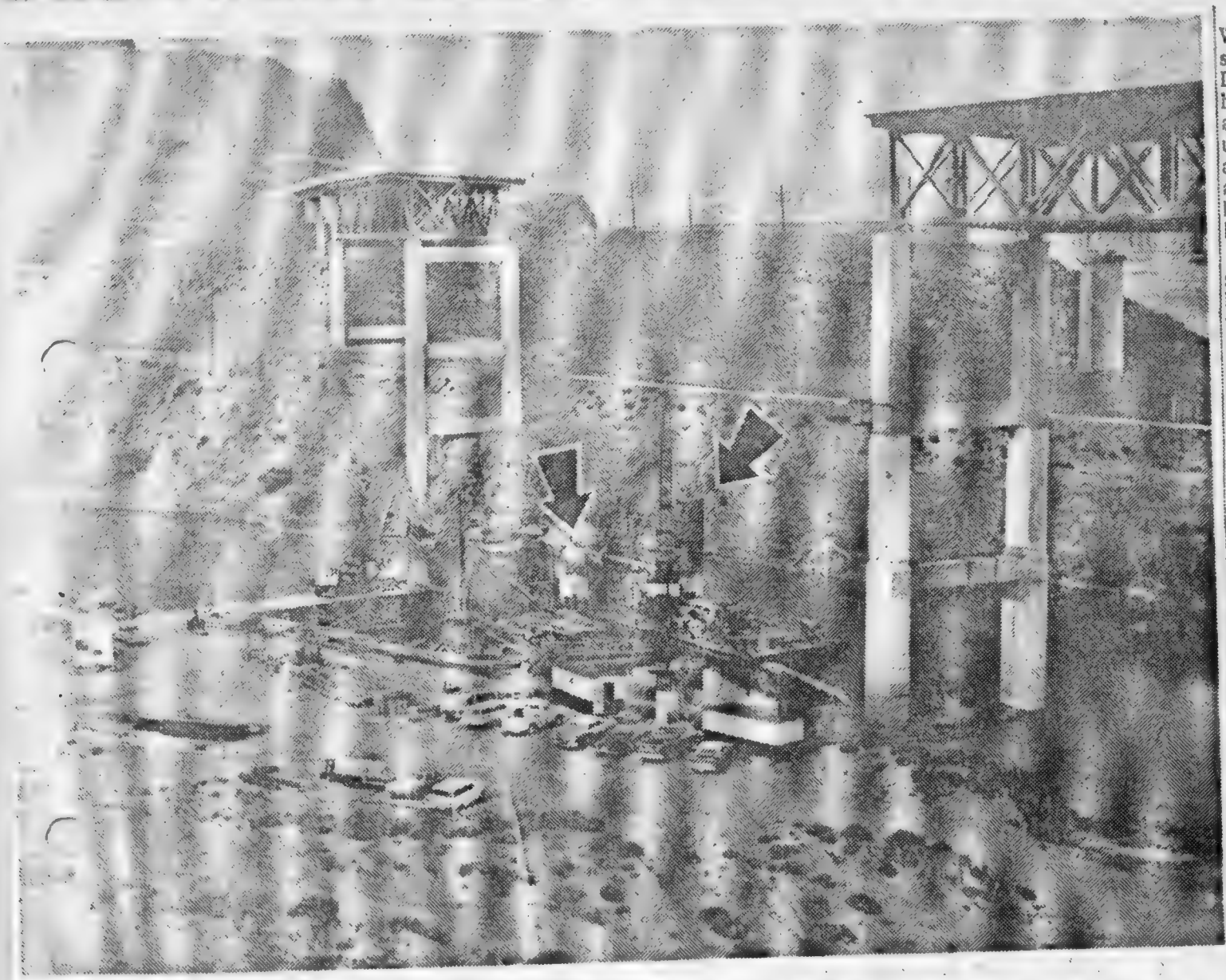
Water level will be raised nearly 90 feet under the bridge by creation of the John Dam Pool, and it was believed that a pier so anchored would offer no problem then because the current would be slowed avoiding erosion.

General Construction Co. is a firm specializing in under water and marine jobs with problems such as those involved in reconstruction of the John Day River bridge, the Oregon bridge engineer said.

Since the washout, traffic on the four-lane freeway has passed over a detour more than a mile long which winds down under the new bridge and makes the river crossing on the abandoned highway US 30 bridge.

A nearby railroad bridge which carried rails of the Union Pacific across the river on low-level has been abandoned with trains using the new high bridge that was constructed.

Underwater Shafts Anchored As Crews Battle T



WORKMEN HAVE succeeded in tough task of anchoring new center pier for collapsed John Day River bridge to bedrock in river channel. Pier "legs" (arrows) will be built to height to support new span. Bridge collapsed in December, 1964 flood, and three motorists lost their lives. (Lindsay Photo)

THE DALLES (Special) — Workmen struggling with shifting currents of the John Day River 35 miles east of here finally have succeeded in anchoring both shafts of an underwater pier into bedrock and this week can see eventual success in a project to rebuild the Interstate 80N high bridge.

The bridge has been out of service since late in December when the mid-river pier was washed out in floods that sent the John Day River to record high flows and two spans which it supported came crashing down.

Ever since, traffic has been crawling past the wrecked structure at speeds limited to 25 miles an hour, with a restriction of 15 miles on one turn, over a detour road.

Whether the bridge can be reopened to carry the four lanes of traffic on Interstate 80N Freeway by the first of the year was described as "touch and go" by Donald W. Gallaher, resident bridge engineer for the Oregon Highway Department.

His office overlooks the work area, including cranes operating on the shore and from a barge anchored in mid-stream.

Hazards Overcome

Workmen could see the end in sight this week after a frustrating summer marked by hazardous forays to the bottom of an underwater steel-walled coffer dam to take out material down to bedrock, and then tunnel five feet into the rock itself.

Five "blowouts" occurred last week as workmen struggled to anchor the final one of two shafts (legs) of the pier in bedrock.

The pier is anchored in bed-

As Crews Battle To Rebuild John Day Span

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Five "blowouts" occurred last week as workmen struggled to anchor the final one of two shafts (legs) of the pier in bedrock.

The pier is anchored in bedrock 40 feet below surface of the river, Gallaher said. Both legs now extend five feet into bedrock, he explained. From now on work is expected to progress steadily to completion.

Yet to be done is construction of the pier to its required height and setting of two new spans to replace those lost in collapse of the bridge.

Another part of the project expected to take extra time is repositioning of span No. 6, to the west of the gap in the bridge, by 4½ inches. Specifications call for two inches between each span at temperatures of 55 degrees Fahrenheit, Gallaher said. The No. 6 span will be moved to the east.

This is the temperature computed as average for the bridge site, which is several miles east of the new John Day Dam now rising in the Columbia River.

General Construction Co. of Portland, general contractor on the project, is a firm recognized for its experience and skill in handling underwater problems, the resident engineer said.

Penalties Assessed

The blowouts were caused by water pressure against the steel walls that were driven into rock on the river bottom to shut out the water and permit pouring of concrete. They were costly to the contractor and hazardous to workmen, he added.

However, no other method was open at reasonable cost for the project, the engineer said.

Delays were costly since the project was scheduled for completion Aug. 1 and everyday since penalty payments have been assessed against the contractor, Gallaher said.

The project began on a simpler basis with crews cleaning up wreckage of twisted steel from the collapsed spans.

Repairs have been made also to other spans and piers of the bridge that sustained flood damage.

The engineer pointed out that after creation of the John Day Dam pool the water will rise 100 feet in the John Day River area of the bridge and such work had to be completed now while the piers remain accessible.

Not until underwater work was tackled did the crews run into difficulties and then "every trick in the book" was used in an effort to overcome the treacherous river bed, including divers used to help seat the metal plates on bedrock.

With creation of the pool, flood waters in the John Day River will lose their erosive force and the bridge, together with the nearby Union Pacific Railroad bridge, should be safe from the ravages of future floods, the engineer concluded.

Creation of the lake is scheduled for 1967.

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6537

Salem, Oregon
December 1, 1965

Mr. E. S. Hunter
Maintenance Engineer

Steel erection has been completed on the John Day Bridge; deck pouring will proceed when possible.

Please make arrangements to have the two lanes which are now blocked between the John Day Dam and the John Day River cleared of fallout and debris at least to the shoulder line in order that they may be opened to traffic when the deck is in place.

After the deck is in place it will be necessary to replace the rock fill toes which were removed to make way for the detour. Please make arrangements to do this also after having taken the necessary steps concerning programming.

Tom Edwards
Assistant State Highway Engineer

TE:jwa

cc Forrest Cooper
R. L. Porter
Victor D. Wolfe

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DEC 30 1965
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ER-96(1)
6537

SAMPLE COPY

APPROVED
Contingent upon modification of project a[illegible] final
DGD-P [illegible]
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name John Day River Bridge Reconstruction Date Nov. 9, 1965

Highway Columbia River Contract No. 6537

County Sherman and Gilliam Prefix 611-1066

Contractor General Construction Company F. A. Project No. ER-96(1)

Address P. O. Box 2768, Portland, Oregon 97208 Order No. 1-Supplemental #1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Reposition span #6 and repair existing structure, as required.

NOTE: BPR approval is contingent upon determination of Corps of Engineers responsibility for work.
Additional removal of truss and deck from streambed limited to blasting of concrete deck and removal of steel to 5' below low water.

Location by station numbers:

Pier #2 through Pier #5

Sta. 374+86 to Sta. 380+92.

Estimate of quantities and cost:

	Original	Additional	Revised Total
Labor	15,000.00	20,000.00	35,000.00
Materials	4,000.00	11,000.00	15,000.00
Equipment Rental	16,000.00	24,000.00	40,000.00
Totals	35,000.00	55,000.00	90,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Flood damage to the existing 4-lane bridge (108A) requires extensive repair work. As the required work had not been determined or detailed by the bidding date these repairs have been classified as extra work, by the Project Authorization. Work under this order is anticipated to cover the following items: (OVER)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 883,431.00
Present estimate of project cost, including $ 90,000.00 for work under this order	$ 883,431.00
Expected under-run / over-run amount	$ –
Expected under-run / over-run per cent	–

Space to right of this line is for use of Salem Office

Submitted by: /s/ D. W. Gallaher, Resident Engineer

Approval Recommended: /s/ Ivan D. Merchant, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ J. F. Putnam, Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

1. Repair all damage to Piers 2 and 4.
2. Reposition truss spans 6 and 7 and reset bearing devices.
3. Replace or repair damaged median guard rail posts in spurs 1, 2 and 6.
4. Not required.
5. Drill holes for and install new anchor bolts for truss bearing devices at Piers 2 and 4.
6. Patch sections of damaged handrail and deck slab, in spans 6 and 7.
7. Remove truss wreckage from Strut C at Pier 4 as necessary for repairs.
8. Remove truss wreckage from the stream bed and perform other extra work required to clear the river channel and footing areas at Pier 4.

Maximum equipment rates allowable as per AGC-State agreement. Percentage allowed contractor is in accordance with the executed contracts for this project.

Work started on 3-9-65 as per the original approved E.W.O. #1.

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Form CO-121 (H-63) (Rev. 12-64) A.O. 200-10)

UNITED STATES GOVERNMENT

Memorandum

FOR FILES

ER-96(1)

6%=1

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: October 1, 1965

In reply refer to: 08-35.6

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. Tom Edwards

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project ER-96(1)
Repositioning work on John Day River Bridge

We have reviewed your Drawings 21239 through 21242 which we received on September 29, 1965. The proposed repositioning of Piers 4 and 5 and Span 6 is approved subject to the following:

Provision should be made for jacking (or at least attempting to jack) the top of Pier 4 back to its original position. Your earlier Drawing # 18999, dated 6/8/65, did include such a provision and was tentatively approved by this office. This work can be included at practically no additional cost in view of the quite elaborate jacking assemblies that will be in place during the repositioning. We believe that the jacking at Pier 4 will be desirable in that it will to some extent serve as a test of the condition and rigidity of Pier 4.

We recommend that you make every effort to expedite the repositioning work since the contractor will undoubtedly take advantage of the delay in this work to justify some time extension.

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OCT 5 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Copy to [illegible]
10-5-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

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Form A-1

OREGON STATE HIGHWAY DEPARTMENT

FOR FILES

Project Authorization and Record of Work Orders

Section John Day River Bridge Repair Bridge No. 108B
Highway Columbia River Highway
County Gilliam and Sherman
Kind of Work Bridge Reconstruction
Contractor General Construction Company, P.O. Box 3845 Seattle, Washington
Specified Work Days Completion by August 1, 1965

Contract No. 6537 (BR)
F. A. Project No. ER-96(1)
Job Prefix 611-1066
Date of Award January 27, 1965
Division Engineer J.F. Putnam
Resident Engineer Don Gallaher

107B

CONSTRUCTION AUTHORIZATION

Contract amount	$ 765,272.00
Additional anticipated items:	
Repair Existing Bridge	$ 20,000.00
Subtotal	$ 785,272.00
Contingencies (4½%)	35,337.24
Construction Engineering (8%)	62,821.76
Subtotal	$ 883,431.00
Credit for maintenance rock	
Total original construction authorization	$ 883,431.00

Authorization increases, approved by Commission:

	$
Total present construction authorization	$

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS

(Continued on reverse side)

FORM E-123X 50M 2-65

RECEIVED
SEP 17 1965

COMMISSIONERS
GLENNOLE JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

ER-96(1)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 16, 1965

Mr. Albert Goldstein
Assistant General Counsel
U. S. General Accounting Office
Washington, D. C. 20548

Re: Your File No. B-144887
John Day River Bridge

Dear Mr. Goldstein:

Thank you for your letter of August 27, 1965, with respect to the above matter.

We do desire to submit a further brief in support of our claim for the recovery of the costs involved in reconstructing the above-mentioned bridge.

As in most offices, the last part of August and the first part of September include many last-minute vacations and as a result I have not been able to place the same in final form. I will, however, furnish the same in the very near future.

Thank you for your cooperation in this matter.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:lb
cc--Mr. R. L. Porter
--Mr. Ivan Merchant

NOTED
R. L. PORTER

RECEIVED
SEP 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 3 1 1965
FOR FILING

ER-964(4) Location

= 6537

L_0-L_2

@ brg pt. = 274 tons

John Day River Br.
Br 10[illegible]

Member (Low alloy) Net Area = 33.46 in.²

	Load (kips)	Unit Stress (psi.)	
D.L.	541	16,169	
250ᵏ Load	250	7,482	
D.L. + 250ᵏ	791	23,651	< 24000 allow
DL + LL + I	779	23,290	
UK (Yield Stress)	1540 −540 1000 kip residual.	46,000	

L_2-L_4 Member (H.T. Steel) Net Area = 37.0 in.²

	Load (kips)	Unit Stress (psi.	
D.L.	1160	31,351	
250ᵏ Load	250	6.757	
DL + 250ᵏ Load	1410	[illegible],108	< 5700 allow
DL + LL + I	1626	43,937	
UK (Yield Stress)	3330 1160 2170 kip Residual.	90,000	

NOTED
TOM EDWARDS

RECEIVED
AUG 20 1965

FORM 6-BOX-1 (REV. 6-65) SP*6416-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 19, 1965

6537

cc to Contr. Rotha
Chron Dept 8-20-65

NOTED
F.B. KLABOE

SUBJECT: Estimated Cost-Storm Damage
John Day River Bridge

To: MEMORANDUM TO FILE

Pursuant to Mr. Klaboe's request this date, we worked up anticipated costs for the repair and reconstruction of the John Day River Bridge. This information was worked up to furnish Mr. R. M. Beason of the U. S. Corps of Engineers with a figure which could be used by the Office of the Solicitor General in determining the merits of our claim against the Army for responsibility in the matter.

I reported to Mr. Beason that the anticipated cost for the job when completed, would be $1,098,431.00. This was determined as follows:

Contract No. 6537	$ 883,431
Detour #1 and #2	198,000
Maintenance and Removal of Detours	17,000
	$1,098,431

This information was given to Mr. Beason at 1:30 this date.

L. H. Young
Office Engineer

LHY:mb
cc: F. B. Klaboe
E. S. Hunter
I. Merchant
C. H. Maison

RECEIVED
AUG 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 7 - 1965
FOR FILING

COMMISSIONERS
GLENN C. JACKSON, CHAIRMAN
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WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

ER-96(1)

6 5 2 1

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

August 18, 1965

Mr. Albert Goldstein
Assistant General Counsel
U. S. General Accounting Office
Washington, D. C. 20548

Re: John Day River Bridge Reconstruction
Your File No. B-144887

Dear Sir:

In compliance with my letter of July 30, 1965, I herewith submit our reply to the Administrative Report which was forwarded to you on the above matter by the Corps of Engineers.

It appears to me from said report that their main contentions as to why Article 8 of Contract No. DA-45-164-CIVENG-61-103 is inapplicable do not appear in the Article, but can be summarized as follows:

1. The State, as an independent contractor, designed and was fully responsible for the bridge. Further that stability is a matter of design, and hence any subsequent failure is the fault of the design engineer. (Page 9, paragraph 14, Administrative Report.)

2. That the approval by the Corps, both orally prior to the change in the elevation of the footing of Pier 3 of the John Day River Bridge and in writing following the change, was for "fiscal control" only. (See Page 8, paragraph 12, Administrative Report.)

3. That said Article 8 of the above contract only applied to unstable areas and the bed of the John Day River was considered by the Corps to be stable. (Page 4, Administrative Report.)

Since the Report gives a brief narrative of the history of negotiations and agreements between the parties prior to entering into Contract No. DA-45-164-CIVENG-61-103, I believe that with respect to the Design and Construction your attention should be directed to the Contract for Services between the Corps and the State for the relocation of Highway 80N including the John Day River Bridge. This Agreement, DA-45-164-CIVENG-59-39, referred to in the Administrative Report, was entered into

on December 29, 1958. Article 1 and 8 in said Agreement wherein State is referred to as contractor, provide as follows:

"ARTICLE 1. Character and Extent of Services. - The contractor shall, upon receipt of notice to proceed, furnish all necessary equipment, materials and personnel required to perform all engineering services (except foundation explorations and surveying) necessary for the analysis, design, preparation of plans, specifications and estimates of cost for the following: John Day River Bridge, Quinton Interchange, Blalock Interchange, Arlington Viaduct, Heppner Junction, Highway 74 Overpass and Boardman Interchange, and as further set forth in APPENDIX "A" attached hereto and made a part hereof." (Emphasis supplied.)

"ARTICLE 8. Contracting Officer's Decisions. - The extent and character of the work and services to be performed by the Contractor shall be subject to the general supervision, direction, control and approval of the Contracting Officer to whom the Contractor shall report and be responsible. In the event that there shall be any dispute with regard to the extent and character of the work to be done, the decision of the Contracting Officer shall govern, but the Contractor shall have the right of appeal as provided in Article 9." (Emphasis supplied.)

Appendix "A" to the above Agreement provides in part as follows:

"2.a. Site Investigations. - Surveys, alignment maps and cross sections at the respective locations of the bridges and interchange structures will be made available to the Contractor. Additional surveys that may be required will also be furnished by the Government."

"2.b. Subsurface Investigations. - Subsurface investigations for piers and abutments will be performed by the Government. However, the Contractor shall submit study drawings to Contracting Officer, showing the location and type of subsurface exploration which it considers necessary. The determination of the adequacy of such exploration shall be the function of the Contracting Officer." (Emphasis supplied.)

"2.d. Supervision. - All work under this contract shall be carried on under the supervision of the Contracting Officer. Periodic meetings shall be held whenever requested by the Contractor or the Contracting Officer during which details relating to the design shall be discussed, work previously performed will be reviewed and decisions relative to future work will be made. All conferences under this contract are expected to be held in Walla Walla, Washington; however, the conference on preliminary plans may, if considered advisable by the Contracting Officer, be held in Salem, Oregon." (Emphasis supplied.)

"4.b. Phase I. Preliminary Studies and Drawings. - The Contractor shall make preliminary studies, sketches and cost estimates of the bridges and interchange structures in sufficient detail to submit to the Contracting Officer to determine the most suitable type of structure giving due consideration to use, design, loadings, safety, appearance and economics of construction and maintenance." (Emphasis supplied.)

On October 25, 1961, Contract No. DA-45-164-CIVENG-61-103 was entered into between the parties. Article 1.b., page 4 provides in part as follows:

"b. Plans and specifications for highway bridges and interchanges prepared by the State under Contract No. DA-45-164-CIVENG-59-39 and detailed plans and specifications prepared hereunder showing the limits of rights of way involved the work to be performed shall be approved and signed by the Contracting Officer and by the State Highway Engineer, before any work to which they relate is commenced or contractors therefor advertised and shall become a part of the contract by this reference...."

Article 1.c. provides as follows:

"c. By mutual agreement in writing between the Contracting Officer and the State Highway Engineer, subject to approval of the Bureau of Public Roads, changes or alterations may be made in Exhibits C and D and in the approved detailed plans and specifications described in the foregoing paragraphs of this Article 1. When the Contracting Officer and the State Highway Engineer shall agree in writing that supplemental plans or specifications are necessary for the best interests of the parties, supplemental plans or specifications consistent with the foregoing exhibits and criteria may be adopted. All such changes or alterations in

> said exhibits, plans and specifications, and all such supplemental plans and specifications so agreed upon and adopted shall be and become a part of this contract by this reference."

On March 14, 1962, Contract No. DA-45-164-CIVENG-59-39 was amended by Modification No. 3 and paragraph 4.b. was amended to include the following sentence:

> "The plans and drawings for Interstate Highway 80N will be periodically reviewed and detail approved as the work progresses." (Emphasis supplied.)

Pursuant to the above paragraphs it is obvious that the State Highway Department was certainly not an "independent contractor" and solely responsible for the design or stability of the John Day River Bridge.

The subsurface drillings for the footing of Pier 3 furnished by the Corps at the time of the design of the bridge and in October 1964 (Page 4, Administrative Report) indicated "sandy, gravel and gravelly sand." Such substances can normally be easily excavated to bed rock. These reports, however, did not match actual field conditions at the time of construction and after approval of the original design. Instead, it was found that it was impossible to excavate, without blasting, and further impossible to drive piling or sheeting through cemented or cementatious gravel. Subsequent construction for the new pier has proven that the contractor has had to blast every inch of the way to bed rock.

It was at this point that conferences were held by the Corps, the bridge contractor and the State. Eight additional drillings were furnished by the Corps at Pier 3 to determine the compactibility of the cementatious gravel. After it was determined to the satisfaction of all parties that the material contained no voids, could withstand the weight of the bridge and was not compressible, it was decided that considering Pier 3 would be in the John Day pool and not subject to high river velocity it would be safe to place the footings at an elevation of 143± instead of 130.00 as covered in the plans.

Based on the above-mentioned Modification of Contract No. DA-45-164-CIVENG-59-39 oral approval for such change was given the State Highway Resident Bridge Engineer by Corps Engineer Curtis G. Hansens (Chief of the John Day South Shore Relocation.) (See statement of D. W. Gallaher attached Exhibit A.)

I am informed and believe that on-the-spot oral changes in the design and construction of the bridge were not uncommon and in compliance with the previously mentioned amendment to Contract No. DA-45-164-CIVENG-59-39.

It appears to me, therefore, that due to the supervision, direction, control and approval of the design and construction of the John Day River Bridge by the Corps of Engineers, as specifically required and mentioned in the above contracts that is is completely inconsistent with the agreements and the facts for the Corps to now claim in their summary and conclusions that since the state designed and constructed the bridge that the State is solely responsible for its collapse.

At this point it might be mentioned that the State could have required the Corps to design and construct the bridge. However, due to the Corps' request for expediency in relocating 80N so that greater progress could be made on the dam construction, the State agreed to assist and cooperate by designing and constructing the bridge subject to Corps supervision, approval and subsurface information as provided in the above-quoted sections of Contract No. DA-45-164-CIVENG-59-39.

As previously mentioned, the information supplied by the Corps on subsurface conditions at the time of design proved faulty and caused a changed condition at the time of construction. It would appear the Corps now wishes to disregard its obligations and blame the State for its cooperation and assistance.

The Administrative Report (pages 3-4) and the statement of Maj. Gen. Graham refer to Corps regulations concerning deferred construction. While the Corps may be well aware of their regulations, I am unaware that they were made known to the State and fully explained in the agreements. The Administrative Report (Paragraph 5, page 10) indicates that due to Article 6 of Contract No. DA-45-164-CIVENG-61-103, that even if the design and construction had been by the Corps the State would still be responsible. Article 7 of said contract virtually requires the State to accept the work 30 days after it was opened to traffic. The reason for this provision of course, involved the question of maintaining the completed facility.

The maintenance contemplated by the parties was maintenance as a highway facility. It was the desire of all concerned that traffic be placed upon the new highway as soon as possible so that the area of the existing highway could be used by the Corps for its construction of the

dam. The State, not the Corps, had the equipment and personnel for such maintenance; such things as snow plows, sanders, paint stripers, and graders together with the personnel to operate the same in ordinary and usual highway maintenance were the factors considered by the parties in providing for the State to take early acceptance of a section and maintain the same. Such tacit acceptance could certainly not involve final approval for subsequently discovered latent errors on subsurface exploration committed by the Corps.

With respect to the second contention of the Corps that approval of changes was "primarily for the purpose of fiscal control" I believe it appears more than obvious that the above-quoted portions of the agreements between the Corps and the State fully refute such an argument. It is true that the State contributed to the project since the relocated highway was being brought to Interstate standards. However, it must be remembered that without the John Day Dam project, the new highway would have remained substantially at river level without the necessity of any structures whatsoever of the size and dimensions of the John Day River Bridge. Here again, as mentioned in my letter of April 23, the design of the bridge with Pier 3 located virtually in the middle of the John Day River was for the purpose of saving money for the Corps since the area would be covered with slack water in the pool.

As to the third contention covered in the Administrative Report, it should again be mentioned that Article 8, Contract No. DA-45-164-CIVENG-61-103 specifically excepted certain areas of the highway where deferred construction did not apply. The John Day Bridge was not within any of the excepted areas. Hence, it must be considered to be within the area to which deferred construction does apply. The Administrative Report (Page 9, paragraph 4) alleges that Pier 3 was on a "seasoned and stable" terrain in the bed of the river.

It may be that the Corps considered it seasoned and stable. It is apparent that the State did not so consider it to be seasoned and stable, or the bed of the John Day River would have been excepted from the deferred construction provision of Article 8. In addition, Article 8 specifically includes deferred construction for structures "to save the Government the exepnse of construction of features that may not in fact be required" and in essence assure the State that in the event the structure or highway fails, that the omitted features will be replaced at the Corps' expense.

On page 4 of the Administrative Report, the question is asked as to whether the area of Pier 3 required seasoning and stabilization. It is obvious from the collapse of the bridge that it did. Also, I

have been informed that the unstable condition of the bed of the John Day River was not localized to said Pier 3 but materially affected a large area including the railroad bridge designed and constructed by the Corps. I have been informed that the Corps has expended a large sum of money to repair the bridge for the railroad due to the unstable condition.

Further, it should be mentioned that Article 11 of Contract No. DA-45-164-CIVENG-61-103 provides that assuming the agreement is fully performed, which includes Article 8 for Deferred Construction, that the State will accept the "substitute facilities" as "full and just compensation for any and all damages and injuries."

It remains my opinion that under said Article 8 it is the obligation of the Corps to assume the cost of reconstructing the John Day River Bridge and that the State will not have received full and just compensation for the relocated highway, which was required to accommodate the John Day Dam project until the State is furnished a completed and acceptable structure.

It must be remembered that the obligations of the Corps to provide a substitute highway for the approximately 62 miles being relocated by reason of the John Day Dam project are far from being complete and until it is, in all particulars, "full and just compensation" as mentioned above will not have been rendered. Any other interpretation would mean that the State would be accepting an "uncompleted" facility to replace an existing completed and stable facility.

In closing, I should mention that in your letter transmitting the Administrative Report from the Corps, the enclosures referred to in the report were not enclosed. As a result, no comment can be made with respect to the same since they are either not available or can not be identified in our files.

I am sure you appreciate that in our correspondence we have only attempted to summarize the State's position, If you desire any further details with respect to additional facts, legal authorities on

our position on this matter, we are more than willing to extend to you our fullest cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:lb
cc--Mr. A. W. Parsons
Bureau of Public Roads
--Col. Frank D. McElwee
Corps of Engineers

RECEIVED
AUG 20 1965
OF
STATE HIGHWAY ENGINEER

S T A T E M E N T

I, D. W. Gallaher, Resident Bridge Engineer for the Oregon State Highway Department, make the following statement:

I was the Resident Bridge Engineer for the Oregon State Highway Department during the construction of the John Day River Bridge and am also the resident engineer for the reconstruction of said bridge.

That with respect to the statement made by Curtis G. Hansens' enclosure #1 to the administrative report submitted by the Corps of Engineers, it should be mentioned that on October 10, 1962, Mr. Hansens was in my office at Arlington, Oregon, and the question of placing the footings for pier 3 of the John Day River Bridge was discussed.

At that time Mr. Hansens stated to me, without any qualifications, that the Corps of Engineers had given its approval for the State's contractor to place the footings of pier number 3 at elevation 143± rather than at elevation 130:0 as shown on the original bridge plans.

Dated this 20th day of July 1965

/S/ D. W. Gallaher
D. W. Gallaher

FORM E-123X
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID E. SIMPSON, MEMBER
PORTLAND
RECEIVED
AUG 3 - 1965
FOR FILING
ER-964(1)
6537

W. Cooper

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 30, 1965

AIRMAIL.

Mr. Albert Goldstein
Assistant General Counsel
U. S. General Accounting Office
Washington, D.C. 20548

Re: John Day River Bridge Reconstruction
Your File No. B-144887

Dear Mr. Goldstein:

On July 9, 1965, Mr. Frank McKinney of this office, wrote to you in my absence with respect to an extension of time until July 31, 1965, to file a reply memorandum to the administrative report submitted by the Corps of Engineers.

Since my return to the office on July 19, as mentioned by Mr. McKinney, I find there are one or more issues raised by the Corps of Engineers which I have not had an opportunity to fully investigate.

It is therefore necessary for me to request a further extension so that all material matters will be fully covered in my reply. I can assure you that the reply will be forwarded at the earliest possible date.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:lb
cc---Col. Frank D. McElwee
---A. W. Parsons
---Forrest Cooper ✓
---R. L. Porter
---Ivan D. Merchant

RECEIVED
AUG 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

EK 16-(1)
6537

John Day Detour

RECEIVED
JUL 7 - 1965
FOR FILING

FORM E-301 — 5OM — 1-62 0419-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
July 2, 1965

SUBJECT: Signing complaint
Boardman
Oxman

To:

Mr. R. L. Porter
Deputy State Highway Engineer
Salem

Refer to your letter of June 28 concerning several traffic conditions which were brought to your attention by the Professional Drivers Safety Council.

The detour approximately one mile west of the town of Boardman utilizes a type two barricade to direct the traffic from the main highway to the detour. The detour is oiled with a painted centerline stripe and reflectorized sight posts at the shoulder. The signing appears to be adequate. The type two barricade has not been painted white, but will be immediately and reflector buttons installed.

F. B. KLABOE
NOTED

Apparently the detour mentioned west of Tower Road is the cross-over at the easterly end of the recently completed Willow Creek-Airport Road Section project. It is our belief that this cross-over transition from four lane to two lane highway is adequately signed and delineated. The cross-over has adequate advance warning signs, barricades are painted, reflector buttons are used and the outline of the travel lane is painted with the white stripes.

Amber warning flashers in the east bound lanes will be installed at the Oxman transition east of Baker. We checked with the State Police and our records indicate that the guardrail at this location has been damaged only once in recent months. This occurred at night during a passing maneuver. It is our thinking that the flashing amber signals placed in the east bound lanes will aid in the prevention of this type of accident.

A. F. Parson
Division Engineer

By Alfred Shirley Jr

Alfred Shirley, Jr.
Assistant Division Engineer

RECEIVED
JUL 6 1965
OFFICE OF
STATE HIGHWAY ENGINEER

AS:dj
cc: Tom Edwards
F. B. Klaboe
V. D. Wolfe
F. D. Morgan
E. S. Hunter
J. B. Bangert
L. C. Johnson

RECEIVED
JUL 6 - 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
June 30, 1965

SUBJECT:

To: Mr. R. L. Porter
Deputy State Highway Engineer
Salem, Oregon

The gentlemen from the Professional Drivers Safety Council are correct in that the John Day River detour is rough. This detour was originally oiled in the winter time due to the emergency, and has been soft and pushing ever since.

There will be a paving plant in this area in August, and we intend to give it a complete face lifting at that time. In the meantime we will haul some hot stuff from The Dalles to take out the worst of the rough places.

L. H. Warfield
Assistant Division Engineer

LHW/ft
cc: E. S. Hunter
R. P. Hamilton

NOTED
R. L PORTER

RECEIVED
JUL 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 29 1965
FOR FILING

Salem, Oregon
June 28, 1965

Mr. A. F. Parsons
Division Engineer
La Grande

Mr. J. F. Putnam
Division Engineer
Bend

On this date I received a telephone call from Mr. Dick Morris and Mr. Floyd Reed of the Professional Drivers Safety Council, who mentioned the following conditions which they felt warranted correction:

(1) They stated that the detour near Boardman, which is one mile west of the town and at what I believe they said was Tower Road, has poor night delineation. Their suggestion was that more reflectors be installed. They also spoke of another detour which needs the same kind of attention that was closer to Boardman.

(2) They stated that the guardrail at Cmman where the highway goes through a transition from four lanes to two lanes has been periodically wiped out. They stated that this is a bad corner and suggested that if possible some type of illumination be provided.

(3) They stated that the detour at the John Day River had become rough to the point where some resurfacing is essential.

#6537

I told the gentlemen we would have the matters investigated immediately and thanked them for their comments.

Will you please look into the problems as they affect your jurisdiction and advise me of your findings.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Tom Edwards
F. S. Klabee
Victor D. Wolfe
F. D. Morgan
E. S. Hunter

FORM E-123X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
JUL 15 1965
FOR FILING

ER-96(1)

6527 AIRMAIL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 9, 1965

NOTED
R. L PORTER

Mr. Albert Goldstein
Assistant General Counsel
United States General Accounting Office
Washington, D. C. 20548

Re: John Day River Bridge Reconstruction
Your File B-144887

Dear Mr. Goldstein:

I have for reply your letter on the above matter, addressed to Mr. G. E. Rohde, dated June 24, 1965, which included a copy of an administrative report filed with your office by the Contracting Officer for the Corps of Engineers.

It is our plan, based upon your suggestion, to fully comment upon the above-mentioned administrative report at the earliest possible date.

At the present time, however, Mr. Rohde and our administrative engineers are on a field trip with the State Highway Commission. Following Mr. Rohde's return it will be necessary for him to make another trip on behalf of the Commission. He will not return until July 19.

We respectfully request, therefore, a reasonable extension for our reply, and sincerely hope to have the same in your office by July 31, 1965. Thank you for your cooperation in this matter.

Yours very truly,

G. E. ROHDE
Chief Counsel

by
FRANK C. McKINNEY
Acting Assistant Counsel

FCMcK:ks

cc: Col. Frank D. McElwee
A. W. Parsons
Forrest Cooper
R. L. Porter
Ivan Merchant
G. E. Rohde

RECEIVED
JUL 12 1965
OFFICE OF
STATE HIGHWAY ENGINEER

UNITED STATES GENERAL ACCOUNTING OFFICE
WASHINGTON, D.C. 20548

OFFICE OF GENERAL COUNSEL

B-144887

June 24, 1965

Mr. C. E. Rohde
Chief Counsel
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Rohde:

In accordance with a telephone conversation on June 23, 1965, between a member of our staff and Mr. Forrest Cooper of your Department, there is enclosed for your examination copies of the administrative report, enclosure 1 attached to that report and recommendations from the Department of the Army with respect to the question raised in your letter of April 23, 1965, with regard to contract DA-45-164-CIVENG-61-103 covering the relocation and reconstruction of certain Oregon highway facilities including the John Day River Bridge.

If you intend to comment upon the enclosures, it will be appreciated if the comments are furnished to us in writing at an early date.

Very truly yours,

Albert Goldstein
Assistant General Counsel

Enclosures

ADMINISTRATIVE REPORT

re

Reconstruction of John Day River Highway Bridge
Contract No. DA-45-164-CIVENG-61-103

This is in response to a letter from the United States General Accounting Office dated 14 May 1965 (B-144887) concerning a request by the Oregon State Highway Department for an interpretation of Article 8 of contract DA-45-164-CIVENG-61-103.

A brief history is considered appropriate. Funds for advance engineering and design for the John Day Lock and Dam Project were initially appropriated in fiscal year 1956. Due to the required major relocation of U. S. Highway No. 30, later designated as Interstate 80N in the National System of Interstate and Defense Highways, early contacts were made with the Oregon State Highway Department and the Portland Regional Office of the Bureau of Public Roads. In these early discussions mutual agreement was reached that the State Highway Department and Bureau of Public Roads would assume responsibility for adequacy of design of the relocated highway facilities. Designs were to be in accordance with the then current State and Bureau of Public Roads standards. The Walla Walla District, Corps of Engineers, would review the design of facilities desired by the owner. The review would be principally to determine the extent and scope for which the John Day Lock and Dam Project would be responsible in compliance with engineering regulations.[1]

In the discussions and negotiations between the parties it was determined that certain portions of the relocation construction for the highway could be most economically performed in common with required relocation construction of the parallel Union Pacific Railroad.[2] It was also determined that certain portions of the relocation construction were entirely separate from the adjacent railroad construction. In furtherance of the usual method of performing relocation as expressed in Engineering Regulations,[3] it was mutually agreed that such separate highway relocation construction would be performed by the State of Oregon Highway Department with reimbursement by the Government for that portion of the work determined to be a project responsibility. Similarly, it was mutually agreed

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1. ER 1180-1-1, para. 53-209.2.

2. See ER 1180-1-1, para. 53-301.

3. ER 1180-1-1, para. 53-401a.

Incl 2

that construction common to both road and highway would be performed by contract to be awarded by the Government with reimbursement by the State for any betterment it desired.

This agreement was implemented in part by a contract (DA-45-164-CIVENG-59-39, dated 29 December 1958) for engineering services to be rendered by the State of Oregon Highway Department, also in accordance with regulations.[4] Notice to proceed was received by the State of Oregon on 5 January 1959. Paragraph 1a of Appendix "A" of the contract provided, in part, for preparation of preliminary studies, sketches, layout plans, final design, specifications, analysis of design, estimates of cost and checking of shop drawings for the John Day River Highway Bridge.

The remainder of the agreement was implemented by a contract for relocation of the State-owned facilities, in compliance with regulations.[5] This contract is numbered DA-45-164-CIVENG-61-103 and is dated 25 October 1961. Notice to proceed was received by the State on 8 December 1961. Article 1b of the contract provides for a joint approval by the Contracting Officer and the State Highway Engineer of plans and specifications for highway bridges prepared by the State under contract DA-45-164-CIVENG-59-39 before advertisement of contracts. Article 1c provides for changes or alterations in the approved detailed plans and specifications by mutual agreement in writing between the Contracting Officer and State Highway Engineer. Article 3b of the contract provides, in part, that the State will perform the construction and inspection of the John Day River Highway Bridge in accordance with the approved plans, specifications and exhibits referred to in Article 1, by contracts publicly advertised for bids. Article 6 of the contract provides that the State shall be responsible for all materials furnished and work performed by it. Article 7a of the contract provides that the Government shall have the right to inspect work performed by the State, on any work unit, at any time during its progress and to make final inspection upon its completion. Failure of the Government to object within 20 days after final inspection, or within 30 days after completion of any work unit, shall indicate satisfactory performance of the contract by the State. Article 7c of the contract provides for a final inspection of any completed segment of highway to be open for public use to be made jointly by representatives of the State and the Government for the purpose of determining whether or not the construction was completed in accordance with the contract and the plans and specifications. If it has been so completed, the State is obligated to accept such segment in writing, for maintenance and public traffic.

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4. ER 1180-1-1, para. 53-401.1b; ER 1110-1-1, para. 11b.

5. ER 1180-1-1, para. 53-402a.

The final plans and specifications for construction of the John Day River Highway Bridge were approved by the State Highway Engineer on 30 March 1961 and by the Contracting Officer on 31 October and 3 November 1961. Bids were opened by the State on 6 December 1961. Award of the contract was made by the State to Pacific Concrete Company, Otis P. Jordan, Jr. and C. Vernon Glidden, a joint venture, on 4 January 1962. The bridge was opened to public traffic on 12 August 1963 and final inspection was made on 2 October 1963.

It is considered that responsibility for design of the relocated highway and structures therein rested with the State of Oregon. If the State of Oregon made changes in design of the highway or structures, they were to be approved by the Government. In practice, advance approval was only secured for major changes in design.[6] The reason was that advance approval was necessarily concomittant with agreement on cost responsibility. During the course of construction minor revisions in design were not approved in advance, but generally after-the-fact approval was obtained.[7] Changes in the elevation of the pier footings of the John Day River Highway Bridge were considered by the State of Oregon to be minor revisions in design,[8] and after-the-fact approval thereof was obtained as well as agreement with regard to cost responsibility.

Negotiations on contract No. DA-45-164-CIVENG-61-103 took place over many months. One of the items for negotiation was a Deferred Construction clause. Corps of Engineer regulations provide:

> "Under circumstances where the relocated portion of a railroad (and limited to railroads only, except when specifically approved for highways in each instance by the Chief of Engineers) which involves cuts and fills cannot be considered to constitute an adequate replacement until seasoned to withstand the same conditions as the old facility, or where subsidence, sloughing or other damages may be anticipated for a period of time subsequent to the completion of the new construction, the cost involved in stabilizing the new facility, over and above ordinary maintenance, may be allowed for a reasonable period of time, but not to exceed 5 years after such relocation has been placed in operation. However, it should be understood that the Government's obligation is to pay only the actual costs of such work and only on a reimbursable

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6. See Statement of Curtis G. Hansens, Inclosure 1.

7. See Hansen's Statement, Inclosure 1; OSH letter of 30 March 1962, Inclosure 2; CE reply of 10 April 1962, Inclosure 3; and Exhibits E, F and G of BPR report, Inclosure 4.

8. Exhibit F of BPR Report, Inclosure 4.

"basis. No predetermined lump sum payment will be allowed. Such work will be considered as deferred construction." (ER 1180-1-1; para. 53-209.6)

Approval for insertion of a Deferred Construction clause was obtained from Office, Chief of Engineers, and the clause was included in the contract as Article 8. The Deferred Construction clause was intended by the parties to apply to damage caused to unseasoned and unstabilized areas of new construction, which damage resulted from action of the reservoir after raising of the pool behind the John Day Lock and Dam. The clause was also intended to apply to unseasoned and unstabilized embankments and/or cut slopes by reason of the highway being in a more hazardous location than before relocation.[9] Certain areas of the highway relocation were excluded from operation of the Deferred Construction clause because they were not in a position to be affected by the action of the John Day reservoir pool, and were not in a more hazardous location, i.e., adjacent to high cuts or high basalt bluffs.[10] The Deferred Construction clause was not intended to apply to unaltered terrain, or to seasoned and/or stabilized embankments, slopes, natural riverbeds, or areas. Obviously, the Government could not make itself an insurer against all damage which might occur to the relocated highway and structures situated thereon. To determine whether or not the Deferred Construction clause applies to a particular situation, it is necessary to ask the question: "Did the area in which the damage occurred require seasoning and/or stabilization?"

It is the position of the Corps of Engineers that the natural bed of the John Day River upon which the footing of Pier 3 was founded was an area which did not require seasoning, nor was it in a hazardous location adjacent to high cuts or high basalt bluffs, nor did the damage result from action of the reservoir pool; therefore, the Deferred Construction clause does not apply.

The events insofar as known to this office which led to the decision of the State to found Pier 3 on riverbed material are as follows: By telephone call on 4 October 1962, a representative of the State Highway Engineer advised Mr. Curtis G. Hansens of this office (See Inclosure 1, for his statement) that the construction contractor was experiencing difficulty in excavating riverbed material for bridge Pier No. 3. He requested that the Government arrange for driving 8 probe holes, one in each corner of the two footings, to and into rock for the purpose of accurately determining depth to bedrock. Performance of foundation exploration by the Government is provided for in Article 1 of Contract No. DA-45-164-CIVENG-59-39. Results of the explorations showed, at time of exploration, depths of 9.6 to 13 feet of sandy gravel and gravelly sand

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9. See Hansens' Statement, Inclosure 1; OSH letter of 20 July 1961, Inclosure 5; CE reply of 7 August 1961, Inclosure 6; and CE letter of 11 September 1961, Inclosure 7.

10. See CE letter of 11 September 1961, Inclosure 7.

above bedrock. The drill logs were furnished to the State representative at the site. By telephone call on 9 October 1962, a representative of the State Highway Engineer advised a representative of the Contracting Officer that on review of the drill logs the State had decided to found the footings for Pier No. 3 on the riverbed material rather than on bedrock as indicated on the contract drawings, and would so proceed unless the Contracting Officer objected. This decision of the State was discussed between Chief, Engineering Division and Chief, Soils Section of the District. The Chief, Engineering Division decided that, in view of the mutual agreement on assumption of design responsibility by the State for structures to be designed, constructed, and owned by the State, no objection would be made to the action of the State in this instance. This action was consistent with that taken in other instances where State design criteria were not in agreement with practices followed for Corps of Engineers construction but where the State practices were not objected to unless subsequent liability to the Government, such as deferred construction, was considered to be a possibility. No objection was, therefore, taken to the decision of the State.

Also see Inclosure 4, Bureau of Public Roads Report for its findings as to the circumstances which led to the State's decision.

The following comments are keyed to paragraphs of the letter from the Oregon State Highway Department to the Comptroller General dated 23 April 1965.

Par. 1 - Statements are factual.

Par. 2 - Statements are factual.

Par. 3 - With regard to the last sentence of this paragraph, contract No. DA-45-164-CIVENG-59-39 provided among other things that the Corps of Engineers would provide surveys, alignment maps, cross sections and subsurface investigations for piers and abutments, including determination of adequacy of such explorations. With regard to adequacy of explorations this provision was included to provide fiscal control of explorations by the Corps. All explorations desired by the State were performed.

Par. 4 - Statements are factual.

Par. 5 - The Corps of Engineers was not requested and did not participate in arriving at a determination that excavation for the footings for Pier No. 3 to bedrock was impossible without blasting. In October 1962, during the construction phase, the State verbally requested the Corps of Engineers to drive probe holes to and into rock under each corner of the two rectangular footings for Pier No. 3. This work was accomplished under an expedited schedule and the information furnished the State's field representative. The drill logs furnished the State did not classify

the overburden material encountered as compacted or cemented except for the upper 3.2 feet of one probing (PN 3445).[11]

Par. 6 - This office has no record of a formal joint determination between the State, the Bureau of Public Roads and the Corps of Engineers concerning the adequacy of the sand and gravel as a foundation for Pier No. 3. Oral discussions were held during October 1962 between representatives of the State and the Corps. Corps representatives considered design and construction responsibility to be with the State under terms of the referenced contracts and Corps responsibility to be principally in the area of Project liability for payments for relocation construction for which the Project was obligated. In consideration of this policy, the State representative was orally advised by a Corps representative that no objection would be made to the proposed design change in footing elevation of Pier No. 3 should the State determine such change was warranted.[12] Article 1c of the contract referred to in paragraph 1 specifies the method by which changes or alterations in approved plans and specifications were to be made. This article says in part,

> "By mutual agreement in writing between the Contracting Officer and the State Highway Engineer, subject to approval by the Bureau of Public Roads, changes or alterations may be made . . . in the approved detailed plans and specifications described in the foregoing paragraphs of this Article 1."

The approval by the District Engineer by referenced letter dated 17 January 1964, was in reply to letter from the State Highway Bridge Engineer dated 14 November 1963, which was inclosed with the State's letter to the Comptroller General. It is noted that the first paragraph of page 3 of the referenced letter of 17 January 1964 states,

> "Major changes or additions, Items 5 and 9 above were discussed with members of your staff prior to acceptance of the work. All other items considered to be minor adjustments in plans and specifications to suit conditions encountered in construction of the work."

Since the modification to footing elevation of Pier No. 3 is included in

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11. See CE drill logs, Inclosure 8; Note that Exhibit Q and the drill notes attached to the BPR Report (Inclosure 4) are merely the Oregon State Highway Department's interpretation of CE drill logs.

12. See Hansens' Statement, Inclosure 1.

Item No. 1, it must be concluded that that change was considered by the State to be a "minor adjustment in plans and specifications to suit conditions encountered in construction of the work" for which mutual agreement between the Contracting Officer and the State Highway Engineer prior to actual construction was not required in accordance with contemporaneous construction placed upon contract No. DA-45-164-CIVENG-61-103 by the parties.[13] It should be noted that the parties are still construing the contract to exclude seasoned and/or stabilized areas from operation of the Deferred Construction clause as far as flood damage is concerned.[14]

Par. 7 - This office has received no information on which the expressed opinion of riverbed scour to a depth of 6 inches below the bottom of the pier can be confirmed. Investigations by this office of extent of scour under and adjacent to the river pier of the relocated Union Pacific Railroad Bridge, immediately downstream of the referenced highway bridge, indicates scour was probably experienced to or near bedrock at that location.

Par. 8 - Statements are factual.

Par. 9 - The interpretation expressed by the District Engineer upon Article 8 of the contract, referred to in paragraph 1, as stated in the referenced letter dated 8 January 1965 does reflect the intention of the Corps during negotiation of the agreement. Corps negotiators do not recall any discussion during negotiations with the State dealing with application of Article 8 to specific possible occurrences of damage to the relocated highway from natural or other causes not related to seasoning and stabilization of the relocated highway facilities or to the effects of the reservoir thereon.

Par. 10 - Statement is factual.

Par. 11 - The first sentence of the referenced Article 8 sets forth the mutual recognition that the condition of high bluffs and talus slopes bordering the reservoir may result in extraordinary damage during the period of time required for stabilization of the highway facilities. The following statements in that Article must be interpreted in consonance with that stated premise. Should the seasoning and stabilization of the abutment fills result in sinking or settling of the bridge

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13. See Hansens' Statement, Inclosure 1; OSH letter of 30 March 1962, Inclosure 2; CE reply of 10 April 1962, Inclosure 3; and Exhibit F of BPR Report, Inclosure 4.

14. See Memo to Files dated 15 January 1965, Inclosure 9; OSH letter of 9 February 1965, Inclosure 10; and CE reply of 10 March 1965, Inclosure 11.

abutment, then the required remedial action would be performed under the provisions of Article 8. The sinking of Pier No. 3 due to an unprecedented flood is no more considered to come within the provisions of Article 8 than would damage to the bridge due to an earthquake.

Par. 12 - The responsibility for design and construction of the John Day River Bridge rested with the Oregon State Highway Commission in accordance with provisions of the two referenced contracts between the State Highway Commission and the Corps of Engineers. Approval of actions of the Highway Department by the Corps of Engineers was primarily for the purpose of fiscal control to assure that funds provided by the John Day Project were expended in compliance with applicable law and Departmental policy. Paragraph 3.01 of Volume 2 of Design Memorandum No. 7, Relocations on Oregon Shore, Highway Structures and Railroad Overpasses, John Day Lock and Dam, states, in part, "Footings for the main piers will be founded either on bedrock or on steel bearing piles driven to bedrock." This statement pertains to the John Day River Bridge. With reference to statement regarding "save the government the expense of construction of features that may not in fact be required", attention is invited to letter dated 14 November 1963[15] inclosed with the State's letter to the Comptroller General. That letter presents a saving of $8,661.00 for "adjustment of plans to suit construction conditions encountered in the field." This is a composite adjustment for Items Nos. 1, 2, and 3. The adjustment of footing for Pier No. 3 is one of 5 pier adjustments made as described under Item No. 1. The argument that savings due to "adjustments to suit foundation conditions" places cost of repair, due to failure of bridge from unprecedented flood flows, under Article 8, does not appear to have foundation. The supposition that a bridge constructed with some other alignment and span dimensions, if the John Day Project had not been a factor, would not have failed under the experienced flood flows, is speculative and conjectural. Additional operating and maintenance costs of the highway, if any, due solely to its location because of the John Day Project, are consequential and therefore not reimbursable. As a matter of conjecture, it may be argued that had the new bridge been constructed in the same location as the old, employing the same construction practice a like result would have obtained from experienced flood flows. Inclosure 13 is a photograph of the relocated highway and railroad bridges across the John Day River. The first bridge from the right is the railroad bridge to be abandoned and removed. The second bridge is the highway bridge, which will also be abandoned and removed. The third bridge is the relocated railroad bridge constructed by the Corps of Engineers. The fourth bridge is the relocated highway bridge. Inclosures 14 and 15 show the four bridges, on 23 December 1964, one day after collapse of Pier No. 3. Note the close proximity of the four bridges.

Par. 13 - Comments on Par. 12 above are applicable.

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15. Exhibit F of BPR Report, Inclosure 4.

Par. 14 - The intent of Article 8 of the contract, as expressed in the first sentence thereof, does not include a guarantee to the State for protection of damages from natural occurrences or design criteria not connected with seasoning and stabilization of the relocated highway facilities. Furthermore, without determination as to whether or not representatives of the Corps of Engineers, the Bureau of Public Roads and the State approved the change in plans with respect to Pier No. 3, the State in its function of construction and inspection of the John Day River Bridge did not follow the procedure set forth in Article 1 of contract DA-45-164-CIVENG-61-103 for mutual agreement by the parties to the contract for design modification of Pier No. 3, prior to performance of the work. It is accepted that seasoning and stabilization of fills upon which bridge abutments or piers may be placed are within the provisions of Article 8. It cannot be accepted that bridge piers built in natural river beds are within the concept of stabilization as provided in Article 8. Stability of such items is considered to be a matter of design criteria for which the State and Bureau of Public Roads are responsible under provisions of contract DA-45-164-CIVENG-61-103.

SUMMARY AND CONCLUSION

1. The State, as an independent contractor under contract DA-45-164-CIVENG-59-39, was responsible for design of the bridge.

2. The State under contract DA-45-164-CIVENG-61-103 is responsible for all materials furnished and work performed by it. Its decision during construction to effect a change in the approved bridge design because of conditions encountered in the field without obtaining prior written approval in nowise altered the relative contractual responsibility of the parties under either contract.

3. The after-the-fact approval by the Corps of Engineers of what the State refers to as "minor adjustment in plans and specifications to suit conditions encountered in construction of the work" likewise did not alter the State's responsibility for the design and construction of the bridge.

4. Article 8. DEFERRED CONSTRUCTION does not make the Corps of Engineers an insurer of the bridge from all natural catastrophies. The purpose of the clause is to protect the State from damages connected with seasoning and stabilization of relocated highway facilities. Pier No. 3 was founded upon terrain that was already seasoned and stable, and not as set forth in Article 8:

> "on terrain consisting of high rock bluffs and talus slopes and border the reservoir to be created by the project which conditions may result in extraordinary damage during the period

"of time required for stabilization of the highway facilities following their completion."

High rock bluffs, talus slopes and action of the reservoir are not involved in the damage that did occur.

5. Even if the bridge had been designed and constructed by the Government, acceptance of the bridge for public use and travel made it the property and responsibility of the State in accordance with Article 6. Thus, the State would be in the same position since the Deferred Construction clause would not be applicable for reasons set forth above.

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

15 Incls
1. Curtis G. Hansens' Statement
2. Oregon State Hiwy ltr dtd 30 Mar 62
3. Corps of Engr reply dtd 10 Apr 62
4. Bureau of Public Roads Report
5. Ore. State Hiwy ltr dated 20 Jul 61
6. Corps of Engr reply dtd 7 Aug 61
7. Corps of Engr ltr dtd 11 Sep 61
8. Corps of Engr Drill Logs
9. NPW Memo to files dtd 15 Jan 65
10. Ore. State Hiwy ltr dtd 9 Feb 65
11. Corps of Engr reply dtd 10 Mar 65
12. Contract DA-45-164-CIVENG-59-39
13. Photo of bridges across John Day River, 24 Nov 64
14. Photo of bridges after flood damage, 23 Dec 64
15. Close-up photo of bridges after flood damage

STATEMENT

I, Curtis G. Hansens, Chief, John Day South Shore Section, Relocations Branch, Engineering Division, U. S. Army Engineer District, Walla Walla, make the following statement:

I was present at meetings held with the Oregon State Highway Department for the purpose of negotiating Contract No. DA-45-164-CIVENG-61-103. I participated in discussions with regard to arriving at agreement upon a deferred construction clause for the contract, which clause is now Article 8. During negotiations it was recognized that certain areas of the highway relocations would not be affected by the raising of the John Day Pool and these areas were therefore excepted from application of the deferred construction clause. With regard to the remaining areas, it is my opinion that it was intended by both Oregon State Highway Department personnel and Government personnel that the deferred construction clause was to apply to damage caused either by the raising of the pool (such as subsidence of embankments), or by damage resulting from constructing the highway in a more hazardous location than it would have been in but for the project (such as rock falls, etc.). The intent was to provide for a 5 year period of seasoning. The deferred construction clause was not intended by either State or Government personnel to apply to damage caused to the highway or structures thereon (such as flood conditions) which would have occurred whether or not the John Day project were constructed.

With regard to changes in design of the highway and structures to be relocated, it was the practice of Oregon State Highway personnel to consult with Corps of Engineer personnel only if the change involved a major expenditure of additional funds. In such case, it would be necessary to establish cost responsibility (i.e., percentage to be borne by the State and percentage to be borne by the Government), before proceeding with the design change. However, where only a minor expenditure of additional funds was involved, the State would go ahead with the design change without consulting Corps of Engineer personnel, and would then request approval after the change had been made. This was the way that contract DA-45-164-CIVENG-61-103 was applied by both parties during the course of construction of the relocated highway and structures. Bottom of footing elevations for piers 2, 5, 6 and 7 of the John Day river highway bridge were changed by the State to suit field conditions, and as far as I know, without consulting the Government. After the fact approval of the changes in design was later requested by the State. The Government's approval was primarily to establish adjustments in cost responsibility.

Concerning pier 3 of the John Day river highway bridge, on 4 October 1962 I received a telephone call from Ivan D. Merchant, Oregon State Highway Bridge Engineer. He stated that a very hard gravel layer had been encountered at the bottom of excavation for pier 3, and the contractor was having extreme difficulty in performing excavation. He said they were considering founding the pier on gravel, but would like the Corps to

Incl 1

perform some exploration drilling. I then arranged for one of our drill rigs, which was in the area, to do the work and to furnish the information to the State. On 9 October 1962 I received a telephone call from Mr. Merchant to the effect that the drilling had been completed, and in their opinion the gravel layer was satisfactory for pier foundation. He stated they would proceed to pour the footings for pier 3 unless we objected. I then got in touch with our Chief, Engineering Division and Chief, Soils Section, and we discussed the matter. My superior, the Chief of our Engineering Division, decided that since the State Highway Department had designed the bridge, and since they were going to operate and maintain it, were paying a substantial part of the cost, and since the design change did not amount to a major change in cost responsibility, that we would interpose no objection. I then called Mr, Merchant and advised him that for the foregoing reasons we would have no objection to the State proceeding as it saw fit.

Dated this 27th day of May, 1965.

Curtis G. Hansens

CURTIS G. HANSENS

15 June 1965

Mr. Albert Goldstein
Assistant General Counsel
General Accounting Office
Washington, D. C. 20548

Dear Mr. Goldstein:

Pursuant to your recent request, B-144087, there is submitted herewith an Administrative Report from the Contracting Officer pertaining to the request of the Oregon State Highway Department for an interpretation of Article 8 of Contract DA-45-164-CIVENG-61-103 for relocation of U. S. Highway No. 30 including the John Day River Highway Bridge, as necessitated by development of the John Day Lock and Dam project, Columbia River, Oregon.

Also inclosed is the recommendation of the Chief of Engineers made by the Director of Civil Works in concurrence with the views of the Contracting Officer and emphasizing particular aspects of the report. It is recommended by the Chief of Engineers that the position of the Government as to non-liability for a cost of reconstruction of the John Day River Highway bridge be sustained.

Sincerely yours,

2 Incl
1. Recommendation of Dir/CW
2. Adm Rept w/15 incl

C. W. CHAPMAN, JR.
Colonel, Corps of Engineers
Executive

RECOMMENDATION

re

Request by Oregon State Highway Department for Decision by the Comptroller General as to Liability of the Government for Cost of Reconstruction of John Day River Highway Bridge Contract No. DA-45-164-CIVENG-61-103

Pursuant to request from the Office of General Counsel, General Accounting Office, by letter of 14 May 1965 (B-144887), there is inclosed an Administrative Report prepared by the Contracting Officer, the District Engineer, U. S. Army Engineer District, Walla Walla, Washington, concerning the presentation made by the Oregon State Highway Department to the Comptroller General for a decision interpreting Article 8 of Contract DA-45-164-CIVENG-61-103. The contract is for the relocation of U. S. Highway No. 30 including the relocation of the John Day River Highway Bridge as necessitated by development of the John Day Lock and Dam project, Columbia River, Oregon. Part of the completed bridge was destroyed in the flood of December 1964. The Oregon State Highway Department asserts that the Government is liable for the costs of repair and restoration of the bridge by reason of Article 8 of the contract.

It is considered that the recitation of the facts and the analysis of the intent of the parties with respect to Article 8 of the contract as presented in the attached Administrative Report are correct and entirely refute the position assumed by the State Highway Department as to the Government's liability. As set forth in the report, the so-called deferred construction clause contemplates the assumption by the Government of extraordinary maintenance and repair costs incurred due to unseasoned and unstabilized embankments or cut slopes on terrain consisting of high rock bluffs and talus slopes that border the reservoir.

It is a matter of policy of the Chief of Engineers, as quoted in the Administrative Report, that the deferred construction clause shall never apply to unaltered terrain or to seasoned and stabilized embankments or slopes. Accordingly, it was never the intent of the Chief of Engineers, and the language of Article 8 of the contract is clear, that the deferred construction obligation does not extend to assure integrity of a bridge footing placed on seasoned natural bed of a river against all natural catastrophes such as an unprecedented flood. Furthermore, the State was fully responsible under the contract for all materials furnished and work performed on the

RECOMMENDATION

John Day River Highway Bridge. The work was completed and accepted by the State pursuant to the terms of the contract. It is the recommendation of the Chief of Engineers in concurrence with the views of the District Engineer as set forth in the attached report that the position of the Government in this matter be sustained.

A copy of the above-referenced contract has not been inclosed inasmuch as it was included in the file submitted by the State Highway Department.

JACKSON GRAHAM
Major General, USA
Director of Civil Works

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

ER-96(1)

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

6537

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: June 30, 1965

In reply refer to: 08-35-EC

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Projects ER-96(1) and 96(2)
John Day River Bridge Section
Deschutes River-Blalock Section
Columbia River Highway, I-80N

The project agreement modification dated March 29, 1965 for Project ER-96(1) and our May 3, 1965 memorandum advising you of approval of Project ER-96(2) for inclusion in the Oregon Emergency Program - Floods of December 1964 and January 1965 included two conditions. Token financing in the amount of 5% of emergency funds was approved pending availability of additional funds. No reimbursement of such funds can be made unless the Comptroller General should determine that the Corps of Engineers is not responsible for financing such work as proposed by Chief Counsel Rohde's April 23, 1965 letter.

Additional emergency funds recently made available are not adequate to increase all token financed projects to the regular pro rata share. In view of the restriction on reimbursement only the balance of emergency funds not utilized for increases on other projects amounting to $39,900 is being assigned to Item 1, Project ER-96(1) by modification of the project agreement increasing emergency funds to $83,900. The increase in funds and advancement of funding reflecting previous authorizations on Item 56, Project ER-96(2) is provided as follows:

	TEC	Fed. Funds
Temporary Operations authorized 12/22/64	$378,399	$240,355
State Force Order No. 2 approved 3/5/65	5,525	3,300
Guardrail work authorized 6/28/65	1,001	600
State Force Order No. 3 contract concurrence 6/29/65	5,075	3,200
	$390,000	$247,455

The above project will not be advanced to agreement status prior to receipt and review of the Comptroller General's decision by this office.

orig to Young - please see me
copies to Rohde
Morgan
Maison
7-7-65

NOTED
F. B. KLOOS

RECEIVED
JUL 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 1 - 1965
FOR FILING
ER-96(1)
6537

A

GENERAL CONSTRUCTION COMPANY
GENERAL CONTRACTORS
4850 N. W. FRONT AVENUE
BOX 2768
PORTLAND, OREGON 97208

(410)

June 23, 1965

REFERRED TO
Edwards

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Dear Mr. Cooper:

We are in receipt of your letter of 22 June 1965 in regard to progress on the footings of Pier 3 at John Day Dam. It is assumed you intended reference to the John Day River Bridge which is being reconstructed by this firm under a contract awarded by the Oregon State Highway Commission rather than John Day Dam under construction by the U. S. Army Corps of Engineers.

As indicated by your letter, work on Pier 3 was suspended on 21 April 1965. This suspension was made necessary by high water resulting from the spring freshet in the John Day and Columbia Rivers. Although this flood condition is a normal occurrence during this season of every year and was anticipated by the contractor, the onset of high water this year was abnormally early and required shutdown of the work three to four weeks ahead of what might have been anticipated for a typical year.

Work at Pier 3 requires the use of cofferdams for unwatering the footing foundation areas and is therefore dependent on water elevation in the river for its scheduling and progress. In order to minimize the lost time resulting from the spring freshet on this project, the cofferdam was designed and constructed to withstand hydrostatic pressures equivalent to a river level ten feet above its normal stage. After this stage was reached on the morning of 21 April 1965, it was necessary to flood the cofferdam and suspend all work on Pier 3 until the river recedes to the level previously described. This is anticipated in early July.

It is felt that the planning and progress on this project to date are in line with safe and reasonable construction practice and

NOTED
TOM EDWARDS

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Page Two

engineering judgment. The Resident Engineer is fully aware of the facts and circumstances pertinent to the status of the work and has offered no indication of dissatisfaction or disapproval of our course of action. If he has indicated other views and opinions to your office, we shall be pleased to confer with him and resolve any problems and differences.

Although we share your concern for inconvenience to the motoring public, we feel that this concern must be tempered with a realistic evaluation of the conditions under which the work must be performed. Please be assured that all efforts commensurate with prevailing river conditions, safe construction practices, and the economic restrictions of a competitively-bid project will be expended to expedite the work.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

H. A. Dick, Jr.
Vice President

HAD/rj

RECEIVED
JUN 21 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 21 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 23 1965
FOR FILING
1-96(1)
6531

June 22, 1965

General Construction Company
4850 N. W. Front Avenue
Portland, Oregon

Re: John Day River Bridge Reconstruction

Gentlemen:

I have noted from reports submitted weekly by our Resident Engineer that no work is being done on the footings of Pier 3 at the John Day Dam and that work has not been in progress since April 21.

I wish to call your attention to the inconvenience which the motoring public is suffering due to the failure of this project to progress. I would appreciate any effort which can be expended to expedite the work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Ivan Marchant

TE:jwa

Correspondence re detour &

removal of same. SEE:

MAINTENANCE
Drainage
ER-96(2) - Special

C9A 2435

ER-96(1) John Day River Br. Repair, 1965
Columbia River Hwy.
#6537 Folder # 1

CAA 2435

RECEIVED
JUN 1 - 1965
FORM E-20 SOM 12-60 54076
FOR FILING

65-1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1965

SUBJECT:

To: MEMO TO FILE

On May 26, I called the office of the Controller General (Robert F. Keller, General Counsel) re the opinion we had requested on the John Day River Bridge matter. I was referred to a Mr. Schwartz, who was informed on the matter. Mr. Schwartz's extensionnumber is 5418.

Mr. Schwartz stated that a report had been requested from the Corps of Engineers and that it had not been received. He also told me that, as soon as he received the report, he would communicate with me, probably by telephone.
Mr. Porter: Please note if I am absent.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Tom Edwards
Victor D. Wolfe

RECEIVED
MAY 24 1965
CITY ENGINEER

DATE May 17, 1965

From the

BUREAU OF TRAFFIC ENGINEERING

6537 TO Bud George - Ore. State Hwy. Dept.

___FOR YOUR ATTENTION AND REPLY

XX FOR YOUR INFORMATION

___PLEASE INVESTIGATE AND REPORT

___PLEASE ANSWER OR ARRANGE

RECEIVED
MAY 19 1965
TRAFFIC ENGINEERING

Note: Enclosed is a letter we received concerning recent improvements made at N.E. 82nd Avenue and Glisan Street. Probably like us you don't receive too many of these, and it is nice to know that at least someone likes us!

I also thought that the Bridge Dept. would be interested in the church's comments on the John Day bridge problem.

D. E. BERGSTROM
Acting Traffic Engineer

DEB:ba
Encls.

NOTED
FORREST COOPER

NOTED
TOM EDWARDS

The DOORSTEP EVANGEL

VOLUME 27 CHRIST FOR THE HEART AND HOME NUMBER 6

Bridges and Lives Collapse Without a Solid Foundation

Floods that did millions of dollars of damage in the Northwest during Christmas week need not have undermined and washed out the new John Day bridge on Highway 80N with the loss of three lives and $750,000 in damages. An editorial in the *Oregonian* of January 20, cleared God of the blame and laid the blame on an error in human judgment.

An earlier claim that the collapse of the bridge was an "act of God" was later disavowed by Oregon's highway commissioner. He frankly admitted that the decision not to rest the central pier on bedrock was the human error in judgment which led to the fall of the bridge during the December floods.

Many lives have collapsed in the floodtime of trial and temptation because they have rested upon the shifting sands of human philosophy or upon a religious conglomerate rather than upon the "rock" Christ Jesus.

Jesus pointed out the folly of building a house upon sand, and both builders of bridges and builders of lives should take heed.

The Psalmist frequently referred to God as a Rock—a firm place upon which to stand as opposed to miry clay—or a place of refuge and defence. Psalm 62:2 is typical of many passages. "He only is my rock and my salvation; he is my defence; I shall not be greatly moved."

"And the rock was Christ" (1 Corinthians 10:4). The wise man will build his life upon Him, "For other foundation can no man lay than that is laid, which is Jesus Christ" (1 Corinthians 3:11).

When the rains descend, and the floods come, and the winds blow, will the house of your life stand in the storms of life because it is built upon the Rock? Or will it crumble and be carried away because built upon the sand?

If in the trials of this life and in the judgment to come your house collapses, it cannot be blamed upon an "act of God," but the blame must rest upon your error in judgment in not building upon the Rock.

A Warm Welcome Awaits You at Sunday School and Church

RECEIVED
1965
OFFICE OF GENERAL COUNSEL
B-144887

UNITED STATES GENERAL ACCOUNTING OFFICE
WASHINGTON, D.C. 20548

REFERRED
TO. Mr. Porter
FOR note & file
G. E. ROHDE

May 14, 1965

RECEIVED
MAY 19 1965
LEGAL & RIGHT OF WAY

Mr. G. E. Rohde
Chief Counsel
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Rohde:

Receipt is acknowledged of your letter dated April 23, 1965, questioning the legal interpretation placed by the District Engineer, U. S. Army Engineer District, Walla Walla, upon article 8 of contract DA-45-164-CIVENG-61-103 covering the relocation and reconstruction of certain Oregon highway facilities including the John Day River Bridge.

Following our regular practice, we have requested a report on this matter from the Department of the Army. Upon receipt of the report, the matter will be carefully considered and we will advise you of our decision.

Very truly yours,

Albert Goldstein
Assistant General Counsel

NOTED
R. L. PORTER

RECEIVED
MAY 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

ER-9(1)
6537

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1965

SUBJECT: CLC 64-54(a)
Possible Claims -
John Day River Bridge
12-22-64

To: Mr. R. L. Porter
Deputy State Highway Engineer

BUILDING

Recently the General Insurance Company, our insurance carrier, requested us to forward for their perusal the reports of engineer investigation of the John Day River Bridge. They have now returned to us the following listed three documents which I am forwarding to you for final disposition:

1. Report of investigation, dated February 23, 1965, by Alfred A. Rear, Assistant Bridge Engineer, Oregon State Highway Department.

2. Report of investigation, undated, by E. L. Erickson, Chief, Bridge Division, Office of Engineering and Operations, U. S. Corp of Engineers.

3. Report of Tudor Engineering Company, San Francisco, California, consulting engineers.

G. E. ROHDE
Chief Counsel

GER:hg
Attachments

RECEIVED
MAY 5 1965
STATE HIGHWAY ENGR

FORM E-123X 50M 2-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, [redacted]
PORTLAND

EP 4.1)

6137

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 9, 1963

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 College Street, N. E.
Salem, Oregon 97301

Dear Mr. Parsons:

I have your letter of April 25 relative to the deficiencies which you have discovered in the manner in which Bureau of Public Roads approval is obtained on the revision of plans and specifications. My comments are as follows:

(1) As I understand the problem, this has to do with the width or thickness of expansion joint material in the structures on the Port Marquam Interchange. You can be assured that we will do everything possible to secure a meeting of minds in ample time that all bidders will be notified. However, on anything but very simple jobs, it seems that last-minute changes and alterations are inevitable. All I can offer is that we will strive to do the best job possible in light of keeping a program underway.

(2) This has to do with the Umatilla River Bridge. I fail to see the reason for your statement. I believe the record speaks for itself and nothing objective is gained by pursuing the matter further.

(3) This paragraph has to do with damage to the prestressed piles on the Pomeroy-Dorrich contract in Astoria. A review of the matter fails to reveal any item of controversy as far as this Department is concerned. It is my understanding that the contractor is experimenting with a removal procedure on a trial basis. It seems to me that he ought to be permitted to demonstrate this process and if it is not satisfactory, something will be required that will provide an ultimate solution. The reconstruction of the superstructure apparently was due to a breakdown in communications. However, I fail to see where any harm has resulted and before the work is accepted, it is the intention of this Department to have it

done in a manner that will have Bureau of Public Roads approval. If there is something about this that is out of order or if I do not fully understand the situation, I will welcome your further comments.

(4) I believe your comments on this point cut that regardless of what regulation is prepared or what specification is written, there are always things that develop which require the exercise of some judgment on the part of the responsible parties.

Discussions with the Bridge Engineer indicate that piling have been driven to a point bearing on solid rock and that possible objection could be raised to it being driven into any of the specified elevation is difficult to comprehend. It seems to us that this is misjudging of a high order.

If there is anything about the above that I have misconstrued or upon which you wish to comment further, please feel free to do so.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Tom Edwards
Victor D. Wolfe

Form CD-121
(11-63)
(Prea. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 22, 1965

In reply refer to: 03-35.6/423.31

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Federal Aid Highway Program

The current large highway program with emphasis on early completion has placed a heavy burden on all of us. Although we wish to do everything possible to expedite the program we are concerned about certain inadequacies and deficiencies in the procedures being followed. The Federal-aid regulations require that all proposed work including design revisions and construction changes be properly authorized by the Bureau in order for such work to be eligible for Federal-aid funds.

In reviewing the procedures now in effect we find a deficiency in the manner in which our approval is obtained of revisions in plans and specifications. A recent example of this was on the East Marquam project. On April 9 you sent revised plans and Special Provisions to bidders. This office did not receive copies until April 13. Though many of the changes made resulted from our conditional approval of your last minute P.S. & E. submission or subsequent verbal discussions, as it turned out, this office objected to a few of the revisions therein. By the time necessary parties could get together to discuss this matter and come up with an acceptable solution, it was too late to get notification out to the bidders. The procedure should be revised to insure our review and approval of all revisions (verbal if necessary) prior to issuing the addendum letter to the bidders.

The unfortunate collapse of the John Day River Bridge involved a construction change which was not properly authorized by the Bureau. Apparently, your Department assumed that the change in that case did not require a price agreement or work order and therefore did not come under your normal procedure for submission and approval of such documents. Since the change was significant it should have been submitted for our approval. PPM 21-6.3, Item #18, sets forth the requirements for approval of changes and extra work. We realize that normal variations in footing elevations do not constitute a change in the plans and contract provisions; however, when the supporting material is significantly different from that shown or when a footing revision introduces a scour problem, the change should then be handled in accordance with the PPM.

As much as we may desire to assist you in the early restoration of flood damaged sections of the highway system, we are bound by law to adhere to the prescribed Federal-aid procedures in the programing and subsequent approval of P.S. & E. documents as well as in the construction phase of

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

emergency reconstruction projects. We understand the urgency under which your Department is compelled to act in restoring damaged traffic facilities. We do request your cooperation, however, in following the required procedures that will not only result in an orderly accounting record, but will assure your receipt of the maximum Federal funds participation possible in each instance.

The handling of the remedial work on the Astoria Bridge Viaduct after the February damage to several of the 48" piling is another instance where the procedure was not in accordance with our requirements. After the damage occurred, the contractor was permitted to proceed with reconstruction of the superstructure without the concurrence of this office and before we had agreed on the type of remedial work necessary to repair the piling. Unfortunately, the repair of these piling has now become a controversial matter.

During a recent inspection of the Dodge Bridge Reconstruction it was found that the steel piling at the east end bent were not driven in accordance with the specifications. The special provisions state that these piles (at Bent 4) shall be driven to at least elevation 1260 regardless of the bearing values obtained and that plugging, jetting or drilling would be permitted to obtain this penetration. The piling were accepted by your Department although the penetration was some 6 or 7' shy of the amount specified. This acceptance was without the prior approval of this office. As discussed in our subsequent monthly inspection report, the piling appeared to be entirely adequate and they were accepted by the Bureau under the circumstances. Several times the suggestion has been made verbally to members of your Department that this type of thing could be avoided by more careful and realistic wording of the specifications.

The above items involve some inadequacies in the procedures used on Federal-aid work. We request that you review the procedures in effect to insure better compliance with requirements and maximum Federal-aid participation.

RECEIVED
MAY 5 - 1965

Form CD-121
(11-62)
(Prev. Ed.
A.O. 206-10)

UNITED STATES GOVE[illegible]T

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

FOR FILING

Memorandum

ER-7.(1)
6537

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 30, 1965

In reply refer to: 08-35.4-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project ER-96(1), John Day River Bridge
Consultant Engineering

The agreement as evidenced by the data submitted with Mr. Merchant's April 27 letter between you and Robert W. Hunt Company for shop inspection of structural steel on the captioned project, is hereby approved.

You are authorized to proceed with this work effective this date in accordance with PPM 40-6.

RECEIVED
MAY 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Copy - Merchant 5-4-65

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 23 1965
FOR FILE

April 23, 1965

Comptroller General

Washington, D. C.

Re: John Day River Bridge
reconstruction

Dear Sir:

The State of Oregon, by and through its State Highway Commission, is seriously affected by the interpretation placed, by the District Engineer, Corps of Engineers, on an agreement between the State of Oregon and the United States of America, represented by the District Engineer, U. S. Engineer District, Walla Walla, the contracting officer. The agreement is described as Contract No. Da-45-164 CIVENG-61-103, was dated October 20, 1961, and in general covers the relocation and reconstruction of the Columbia River Highway, U. S. Highway 30, now designated as Interstate Highway 80 N, so as to make way for the development of a navigation and flood control project known as John Day Lock & Dam on the Columbia River in Oregon. The dam is still in the process of construction.

The Columbia River Highway parallels the Columbia River in the vicinity of the John Day Lock and Dam. High bluffs border the Columbia River for many miles above the site of the dam, and the John Day River flows through a narrow canyon into the Columbia River a few miles upstream of the dam. The above named highway was located near water level of the Columbia River prior to its relocation pursuant to the above agreement. The construction of the dam and the creation of the pool behind it, of course, makes necessary the relocation of the highway to a higher level.

Under the agreement the State was to participate in the highway relocation by the construction and inspection of all bridges and interchange structures as well as roadway construction within certain limits, with the Government to pay specified percentages of the costs. In accordance therewith, the State drew the plans and let the contract for construction of the John Day Bridge across the John Day River and canyon at the new location.

Since the mouth of the John Day River canyon is to be a part of the pool at the point where the relocated highway crosses the area, a high level bridge was designed. This bridge took the form of a series of steel deck-truss spans. These spans are 200 feet long resting on reinforced concrete piers. The piers were to be founded on bed rock or steel H beam piling.

In the course of construction difficulty was encountered in excavating to bed rock for the footings for Pier No. 3. The contractor found it impossible, without blasting, to excavate the remaining 13 feet to bed rock through a material variously referred to as cemented sand, gravel, and boulders.

A change order to the plans was executed after the Corps of Engineers drilled to prove the material and after a determination was made by representatives of the Corps of Engineers, the Bureau of Public Roads, and the State that the material was such as to provide a satisfactory foundation for the pier, considering that it would be in the pool behind the John Day Dam. The plans as changed were subsequently formally approved by the District Engineer's office by letter dated January 17, 1964, a copy of which is attached. The bridge was formally accepted by the Highway Commission on January 30, 1964.

In December, 1964, the entire Northwest was subjected to unprecedented flood conditions. Measurements of the discharge of the John Day River into the Columbia River reached proportions never previously experienced. On December 22, 1964, Pier No. 3 failed by undermining, dropping two of the steel spans into the river. Subsequent disclosure indicates that the river bed scoured to a depth of approximately 6 inches below the bottom of the pier causing it to overturn. A contract has been awarded, with the approval of District Engineer, Walla Walla, to reconstruct the fallen spans at a cost of approximately $883,000.00.

It is the position of the State of Oregon that the costs of repair and restoration of the structure is chargeable to the John Day Lock and Dam project under provisions of Article 8 of the contract described in the first paragraph above. By letter of January 6, 1965, (copy attached) and during a subsequent conference, the State made known its views in this regard. By letter of January 8, 1965, (copy attached) the District Engineer has taken the position that the above mentioned provision is not applicable. The question is still unresolved. To restore this essential highway facility as early as possible, the State is proceeding with reconstruction of the bridge at its own cost initially.

In my opinion, the interpretation placed by the District Engineer upon Article 8 is a very strained one, and neither reflects the

intention of the parties nor the clear and unambiguous language of the agreement. In the first place, the extraordinary damages cannot be limited to damages attributable to unseasoned embankments, slopes, or road beds. This arises from the fact that the Article refers to the highway as having been "constructed on terrain consisting of high bluffs and talus slopes and border the reservoir to be created by the project". These three described conditions are not a series of adjectives modifying the word terrain; but are written in parallel construction with each to be given separate effect and meaning. If this were not so, the Article would not apply in any way to the new highway; as portions are on the bluff, portions are adjacent to talus slopes, and the remaining portion merely borders the reservoir. The bridge is an example of the portion of the highway covered under the latter.

It is equally clear that the John Day Bridge structure was to be included for any extraordinary maintenance required during the five-year period, as provided in Article 8, since it was not constructed between any of the portions of the highway stations specifically excepted as described in said article.

The same interpretation must be given to the sentence, "In order to provide reasonable assurance to the State against such extraordinary damage ---". The words "rock falls, caving, sliding, slipping, sinking and settling" are in a parallel construction, each to be a basis for claim in the event one or the other incidents occur to the "road bed, structures, embankments or cut slopes". In this instance the damage was occasioned by a sinking of a pier under the structure due to scouring beneath its foundation. The cause of the scour was, of course, the unprecedented flood. We believe the responsibility for restoring the bridge is upon the United States. There are other reasons to substantiate the conclusion.

In addition, Article 8 provides that the extraordinary maintenance provision is incorporated into the agreement in order to "save the government the expense of construction of features that may not in fact be required". In order that the expense to the Government for the construction of the John Day Bridge could be held to a minimum, the structure was designed with the eventual John Day Pool slack-water conditions in mind. In other words, a series of span lengths were determined with overall economy as a primary factor. If the John Day River were to be spanned without consideration of the John Day Pool backwater, Pier No. 3 would have been located in a different position. The John Day River is normally a stream of moderate flood runoff (18,000 to 20,000 cfs). During the Christmas Week flood of 1964, it is estimated that the runoff was from 38,000 to 42,000 cfs. This is as high as any discharge of record, and has been estimated to have a frequency of from 75 to 200 years. It was the opinion of all concerned that due to the short period until the John Day Pool was created, little risk would be involved by placing the pier in

the planned location. Attached is an extract from a report prepared by the Portland District, U. S. Corps of Engineers, which in general describes the flood which occurred in late December of 1964.

It was known, of course, that the pool would not be raised for several years after the bridge was constructed. It was during this period the State needed the assurance, provided in Article 8, that if anything occurred to the structure by reason of the location of the piers in a river instead of a quiet pool the Corps would repair any damages or loss suffered by the State.

It is my opinion that what has now actually occurred is the very reason Article 8 was incorporated into the agreement. At the time the agreement was drawn it was mutually believed Article 8 would provide a saving to the Corps in construction costs, and would also provide protection to the State in damages in the event it was subsequently proven, as happened in this case, that construction items, which were deleted to save money, should have been incorporated in the work. The Corps of Engineers benefited from the savings effected by the changes, which were approved by the Corps, to found Pier No. 3 on cemented gravel rather than going down 13 additional feet to bed rock. However, the Corps is now denying liability for any part of the cost of restoring the damaged portion of the bridge, which damage probably would not have occurred if the pier had been founded on bed rock, as originally designed. It is clearly contrary to the intent of the contract for the Corps to accept these benefits but to deny the corresponding responsibility for deferred construction under Article 8.

This matter is being brought to your attention, at the request of the Oregon State Highway Commission, to obtain your interpretation of the above mentioned Article 8 in order to resolve the present dispute between the Corps of Engineers and the Commission.

Very truly yours,

G. R. REYDE
Chief Counsel

GRR:hg
Enclosures: Letter dated January 17, 1964
Letter dated January 6, 1965
Letter dated January 8, 1965
Extract - Floods of December, 1964
Portland District, U. S.
Corps of Engineers
Letter dated November 14, 1963
Contract No. DA-45-164-CIVENG-61-103

CC - Mr. A. W. Parsons - Bureau of Public Roads
Colonel Frank D. McElwee, Corps of Engineers, District Engineer

DRAFT GER:hg
4-16-65

RECEIVED
JAN 26 1972
FOR FILING
Comptroller General
Washington, D. C.

ER-9[illegible]
6527

Re: John Day River Bridge
reconstruction

Dear Sir:

The State of Oregon, by and through its State Highway Commission, is seriously affected by the interpretation placed, by the District Engineer, Corp of Engineers, on an agreement between the State of Oregon and the United States of America represented by the District Engineer, U. S. Engineer District, Walla Walla, the contracting officer. The agreement is described as Contract No. Da-45-164 CIVENG-61-103, was dated October 20, 1961, and in general covers the relocation and reconstruction of the Columbia River Highway, U. S. Highway 30, now designated as Interstate Highway 80 N, so as to make way for the development of a navigation and flood control project known as John Day Lock & Dam on the Columbia River in Oregon.

High bluffs border the Columbia River for many miles above the site of the dam, with the John Day River flowing into the Columbia a few miles upstream of the dam through a narrow canyon. The above named highway was located near water level prior to its relocation pursuant to the above agreement. The construction of the dam and the creation of the pool behind it, of course, makes ~~it~~ necessary the relocation of the highway to a higher level.

Under the agreement the State was to participate in the highway relocation, at the cost of the Government, by the construction and inspection of all bridges and interchange structures as well as highway construction within certain limits. In accordance therewith the State drew the plans and let the contract for construction of the John Day Bridge ~~and~~ across the river and canyon at the new location.

Since the mouth of the John Day River canyon is to be a part of the pool at the point where the relocated highway crosses the same, a high level

bridge was designed. This bridge took the form of a series of ~~steel~~ steel deck-truss spans. These spans are 200 feet long resting on reinforced concrete piers. The piers were to be founded on bed rock or steel H beam piling.

In the course of construction difficulty was encountered in excavating to bed rock for the footings for Pier No. 3. The contractor found it impossible, without blasting, to excavate the remaining 13 feet to bed rock through a material variously referred to as compacted or cemented sand, gravel and boulders.

A change order to the plans was executed, after drilling by the Corp of Engineers' crews to prove the material, and after a determination was made by the representatives of the Corp of Engineers, Bureau of Public Roads and State that the material was such as to provide a satisfactory foundation for the pier. The plans as changed were subsequently formally approved by the District Engineer's office by letter dated Janauary 17, 1964. The bridge was formally accepted ~~January 30, 1964,~~ by the Highway Commission on Jan 30, 1964.

In December, 1964, the entire Northwest was subjected to unprecedented flood conditions. Measurements of the discharge of the John Day River into the Columbia reached proportions never previously experience. On December 22, 1964, Pier No. 3 failed by undermining, dropping two of the steel spans into the river. Subsequent disclosure indicates the river bed scoured to a depth of approximately 6 inches below the bottom of the Pier causing it to overturn. A contract has been awarded, with the approval of District Engineer, Walla Walla, to reconstruct the fallen spans at a cost of $893,000+-.

It has been the position of the State of Oregon that the cost of repair and restoration of the structure is chargeable to the John Day Lock and Dam project under provisions of Article 8 of the contract described in the first paragraph above. By letter of January 6, 1965, (copy attached) and during a subsequent conference, the State made known its views in this regard. By letter of January 8, 1965, (copy attached) the District Engineer has taken the position

that the above mentioned provision is not applicable. The question is still unresolved. (The State is proceeding with the reconstruction at its own cost.)

In my opinion the interpretation placed by the District Engineer ~~xix~~ upon Article 8 is a very strained one and, neither reflects the intention of the parties, nor the clear and unambiguous language of the agreement. In the first place the extraordinary damages cannot be limited to damages attributable to unseasoned embankments, slopes or road beds. This arises from the fact that the Article refers to the highway as having been "constructed on terrain consisting of high bluffs and talus slopes and border the reservoir to be created by the project". These three described conditions are not a series of adjectives modifying the word terrain; but are written in parallel construction with each to be given separate effect and meaning. If this were not so, the Article would not apply in any way to the new highway; as portions are on the bluff, portions are adjacent to talus slopes and the remaining portion merely borders the reservoir. The bridge is an example of the portion of the highway covered under the latter.

It is equally clear that the John Day Bridge structure was to be included for any extraordinary maintenance required during the five-year period, as provided in Article 8, since it was not constructed between any of the portions of the highway ~~stating~~ stations specifically excepted as described in said article.

The same interpretation must be given to the sentence, "In order to provide reasonable assurance to the State against such extraordinary damage ---." The words "rock falls, caving, sliding, slipping, sinking and settling" are in a parallel construction, each to be a basis for claim in the event one or the other incidents occur to the "road bed, structures, embankments or cut slopes".

In this instance the damage was occasioned by a sinking of a pier under the structure due to scouring beneath its foundation. The cause of the scour was, of course, the unprecedented flood. We believe, under this construction, the responsibility for the failure was upon the United States. There are other reasons to substantiate ~~this~~ the construction .

In addition, Article 8 provides that the extraordinary maintenance provision is incorporated into the agreement in order to "save the government the expense of construction of features that may not in fact be required". In order that the expense to the Government for the construction of the John Day Bridge could be held to a minimum, the structure was designed with the eventual John Day Pool slack-water conditions in mind. In other words, a series of span lengths were determined with over-all economy as a primary factor. ~~in mind.~~ If the John Day River were to be spanned without consideration for the John Day Pool backwater, Pier No. 3 would have been located in a different position. The John Day River is normally a stream of moderate flood runoff (18,000 to 20,000 cfs). During the Christmas Week flood of 1964, it is estimated that the runoff was from 38,000 to 42,000 cfs. This is as high as any discharge of record, and has been estimated to have a frequency of from 75 to 200 years. It was felt by all concerned that due to the short period until the John Day Pool was created, little risk would be involved by placing the pier in the planned location. Attached is an extract from a report prepared by the Portland District, U. S. Corps of Engineers, which in general describes the flood which occurred in late December of 1964.

It was known, of course, that the pool would not be raised for several years after the bridge was constructed. It was during this period ~~that~~ the State needed the assurance, ~~as~~ provided in Article 8, ~~That~~ that if anything occurred to the structure by reason of the location of the piers in a river instead of a quiet pool ~~that~~ the Corps would repair any damages or loss suffered by State.

It is my opinion that what has now actually occurred is the very reason Article 8 was incorporated into the agreement. At the time the agreement was drawn it was mutually believed Article 8 would provide a saving to the corps in construction costs, and would also provide protection to the State in damages in the event it was subsequently proven, as happened in this case, that construction items, which were deleted to save money, should have been incorporated in the work.

This matter is being brought to your attention, at the request of the Oregon State Highway Commission, in order to obtain your interpretation of the above mentioned Article 8 in order to resolve the present dispute between the Corp of Engineers and the Commission.

RECEIVED
APR 15 1965
FOR FILING
E. 11-(1)
v. 137

Salem, Oregon
April 14, 1965

Mr. C. E. Rohde
Chief Counsel

BUILDING

The Bureau of Public Roads has stated that it will not approve "FR" funds for the restoration of the John Day Bridge until the matter of responsibility of the Corps of Engineers has been determined.

It appears that we should request the Comptroller General for an opinion as to responsibility.

Will you please take the matter from here.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. Victor D. Wolfe

RECEIVED
APR 1 - 1965
FOR FILING

Salem, Oregon
March 31, 1965

Mr. Forrest Cooper
State Highway Engineer

O F F I C E

We have been advised by the Bureau of Public Roads that ER monies will not be considered for the repair of the John Day Bridge until the responsibility of the Corps of Engineers is legally determined.

Following is a portion of Article 8 of the agreement with the Walla Walla District, Corps of Engineers, having to do with the relocation of the Oregon highway facilities caused by the construction of the John Day Lock and Dam:

"It is mutually recognized by the parties hereto that the relocated highways, ... are constructed on terrain consisting of high rock bluffs and talus slopes and border the reservoir to be created by the project which conditions may result in extraordinary damage during the period of time required for stabilization of the highway facilities following their completion. In order to provide reasonable assurance to the State against such extraordinary damage due to any rock falls, caving, sliding, slipping, sinking or settling of the roadbed, structures, embankments or cut slopes and to save the Government the expense of construction of features that may not in fact be required if firm assurance against such damage were provided in the initial construction of such facilities, it is agreed that the Government shall, for a period not to exceed five (5) years following the date of acceptance by the State for use of public traffic, pay to the State all actual cost incurred by the State in repairing such extraordinary damage as mutually agreed upon between the State and the Government. The work of such deferred construction will normally be performed by the State, either with its own forces or through responsible contractors employed by it. Except in cases where continuity of traffic is involved, the State shall submit to the Contracting Officer plans, specifications and estimates for such work as the State will perform and shall not commence the work until such plans, specifications and estimates shall have been approved by the Contracting Officer."

It is Mr. Rohde's opinion that the Corps does have a responsibility. I am frank to confess that I do not know. I believe the clause could be construed either way. I am sure you are aware that the matter was presented to the Corps of Engineers, Walla Walla District, and Col. McElwee and his staff denied responsibility. This was in early January of this year.

The State did, however, design a more economical structure than would have been required if the John Day River was completely spanned and all risks of damage eliminated. In addition, the record is clear that the Corps of Engineers had knowledge of the final elevation to which the footings of Pier 3 were constructed and offered no objection to it.

The General Construction Company, our contractor on repair of this structure, has encountered the same hard materials that were involved in the previous contract and will not be able to extend the excavation to solid rock without the use of explosives. This, in my opinion, greatly lessens the criticism that has been directed by the investigative reports at the poor judgment of the individuals who decided to found the footings at 143 + -.

It is requested that with this information you ask the advice of our Washington "Oracle" as to whether or not we should proceed against the Corps through a Federal District Court action; through a Federal Claims Court; or ask for a determination by the Comptroller General.

Any further details that you may need can be obtained in short order.

R. L. Porter
Deputy State Highway Engineer

RLPrms
cc Mr. Victor D. Wolfe

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

DATE: March 9, 1965

In reply refer to: 08-35.1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project ER-96(1)
Reconstruction John Day River Bridge - I-80N

As you know, the above project for reconstruction of the flood damaged John Day River Bridge has been given BPR approval and authorization for reimbursement under the emergency reconstruction program with the condition that a determination of responsibility by the Corps of Engineers to the State of Oregon, under their agreement for construction of the bridge, would be reached necessarily before any Federal-aid Highway funds are reimbursed to the State for reconstruction under the Emergency Relief provisions of Section 125 of Title 23, United States Code.

A careful analysis of these matters has been made by the Administrator and the General Counsel who have mutually decided that any liability for failure of Pier No. 3, or other structural elements of the bridge, must be resolved by the State of Oregon with the Corps of Engineers as the contracting parties involved in construction of the bridge. Since the Bureau is not a party to the agreement between the State and the Corps of Engineers, under which the controversial liability of the Corps now arises, it would be inappropriate for the Bureau to interject itself into this controversy by taking a position either on behalf of the State or the Corps of Engineers. It is believed, however, to be entirely appropriate for the State, as a claimant under a contract with a Federal agency (the Corps of Engineers), to appeal the opinion given by the District Engineer, Corps of Engineers, denying responsibility. Presumably such an appeal could be made through Corps of Engineer channels to the Comptroller General, or by the State of Oregon directly to the Comptroller General. In the latter case, of course, the State could best explain its interpretation of its contract with the Corps, based upon its understanding at the time the contract was negotiated and executed.

As mentioned in our recent discussion, the course of action now to be taken by the State of Oregon will be determined only after consideration of the legal and administrative aspects of the case. In connection with that decision we stand ready to render any assistance you may require within the framework of the Federal-aid laws and regulations.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form E-136—30M—4-61 SP*6130-724

Oregon State Highway Department
BRIDGE DESIGN SECTION

Sheet 1

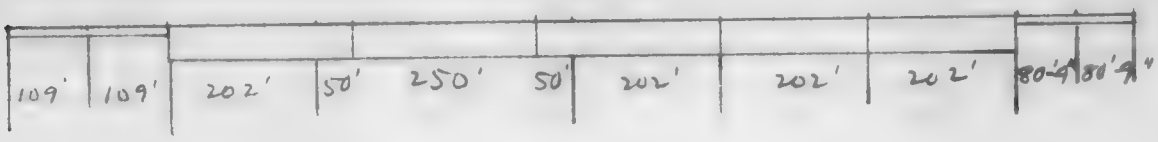
Bridge John Day River Bridge County Sherman

Calculations by J.M.T. Date 3/16/65 Bridge No. 10 8A

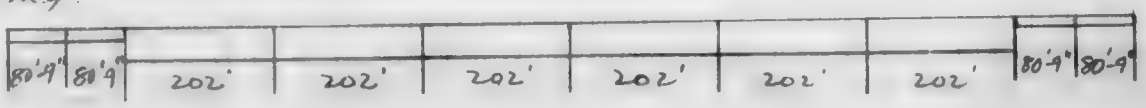
Assuming no Pier in existing river channel

Superstructure.

2 ℄ Girder spans @ 109', 202-50, -250, 50 202, 202, 202, 202
deck Trusses 2 ℄ Girders @ 80'-9"



Existing



Cost difference.

Additional steel required for ℄ Girders - 225,600#

Cost = (225,600# X 0.25) = $56,400

202' Truss
(150,134 X 0.25) = $37,600
(290,517 X 0.28) = $81,400
(77,692 X 0.37) = $28,800
$147,800

$0.01/lb added
250' Truss
(170,337 X 0.26) = 44,300
(358472 X 0.29) = 104,000
(67,817 X 0.38) = 63,700
$212,000

Additional Cost for longer truss spans

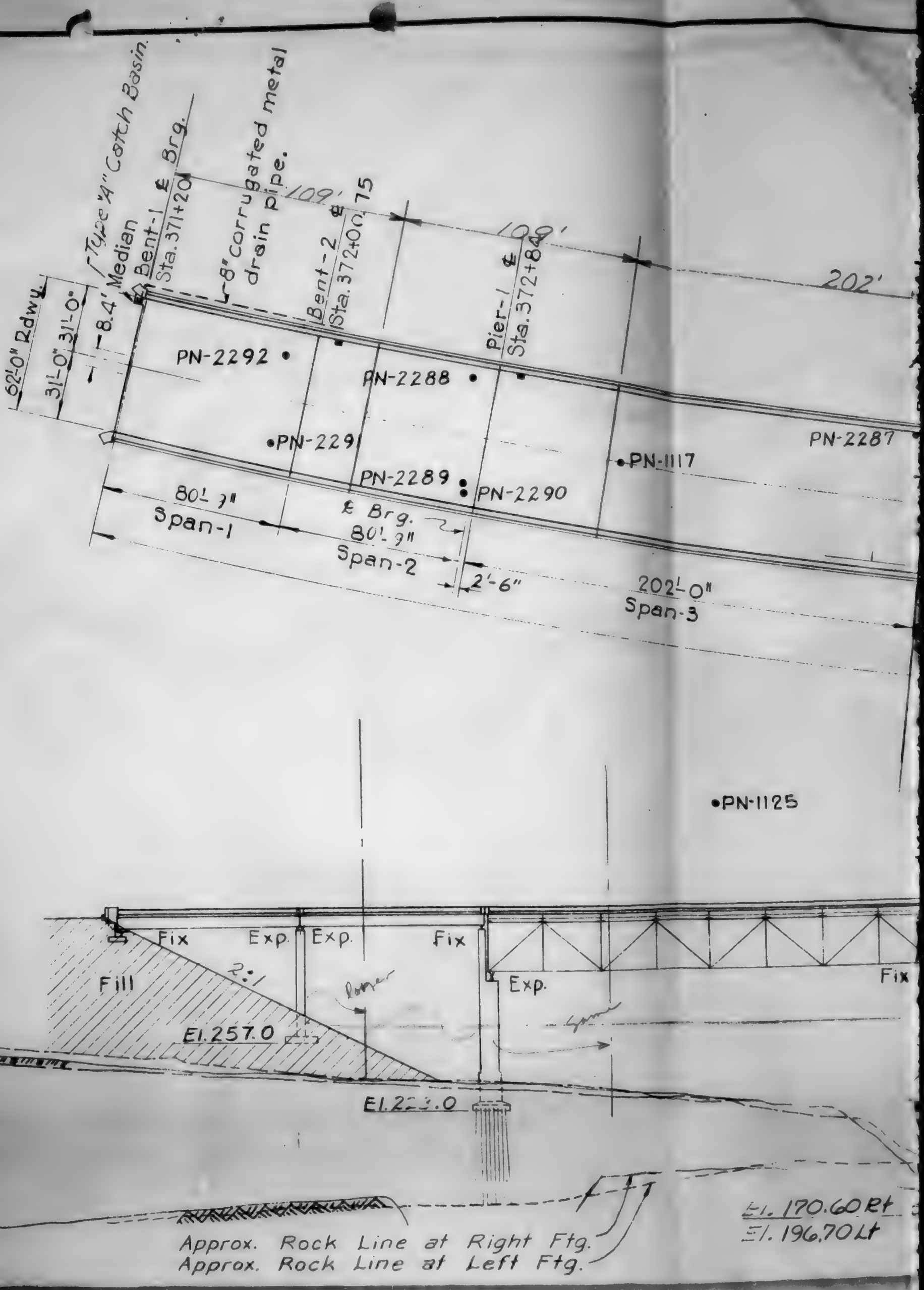
(3 X 212000) = 636000
(4 X 147800) = 591000
$45000

56400
45000
Total - 101,400 Additional for super-structure

Substructure.
From preliminary report
Alternate B 202' spans $547578
Alternate C 250' spans $485725
(1 less pier) $61823

- 61,800 Less cost for sub-structure

Net difference - $39,600


62'-0" Rdwy.
31'-0"
31'-0"
8.4' Median
"Type A" Catch Basin.
Bent-1 ℄ Brg.
Sta. 371+20
8" corrugated metal drain pipe.
109'
Bent-2 ℄
Sta. 372+00
75
109'
Pier-1 ℄
Sta. 372+84
202'
PN-2292
PN-2288
PN-2291
PN-2287
PN-1117
PN-2289
PN-2290
80'-9"
Span-1
℄ Brg.
80'-9"
Span-2
2'-6"
202'-0"
Span-3
PN-1125
Fix
Exp.
Exp.
Fix
Exp.
Fix
Fill
2:1
Expansion
Expansion
El. 257.0
El. 223.0
El. 170.60 Rt
El. 196.70 Lt
Approx. Rock Line at Right Ftg.
Approx. Rock Line at Left Ftg.

Work To Be Done On This Contract

202'

Pier-2 ℄ Sta. 374+86

Standard type "A" drain
See dwg. No. 14660

-2287

10'-0" (typ)

Suspended Span

350'

Pier-3 ℄ Sta. 376+88

Pier-4 ℄ Sta. 378+90

PN-1118

PN-1119

PN-1120

PN-11

202'-0"
Span-4

202'-0"
Span-5

1540'-0"

PLA

Scale: 1"=

Work To Be Done On This Contract

PN-1126

Fix Exp.

Fix Exp.

Fix

Normal Water Line Elev. 265.0

Max. Water Line El

Ground line 35'0" Left
Ground line at ℄
Ground line 35'-0" Right

NOTE:
Water surface elev. of 160.0 is backwater from Columbia River. Elev. 265 is pool elev. from John Day Dam

2°00' C.L.
TΔ = 39°26'27"
SΔ = 4°00'00"
S = 1227.69 202'
L = 1572.04

Pier-4 ℄
Sta. 378+90

Pier-5 ℄
Sta. 380+92

Sta. 381+89.87
P.C.S.

Pier-6 ℄
Sta. 382+94

•PN-1028
•PN-10
PN-1042•
PN-1041•
•PN-1033
•PN-1032
PN-2297
•PN-2293
•PN
•PN-1127
•PN-2298

202'-0"
Span-7

202'-0"
Span-6

0'-0" on ℄ of Rdwy.

N A

Scale: 1"=50'-0"

•PN-1037
•PN-1036
•PN-1035

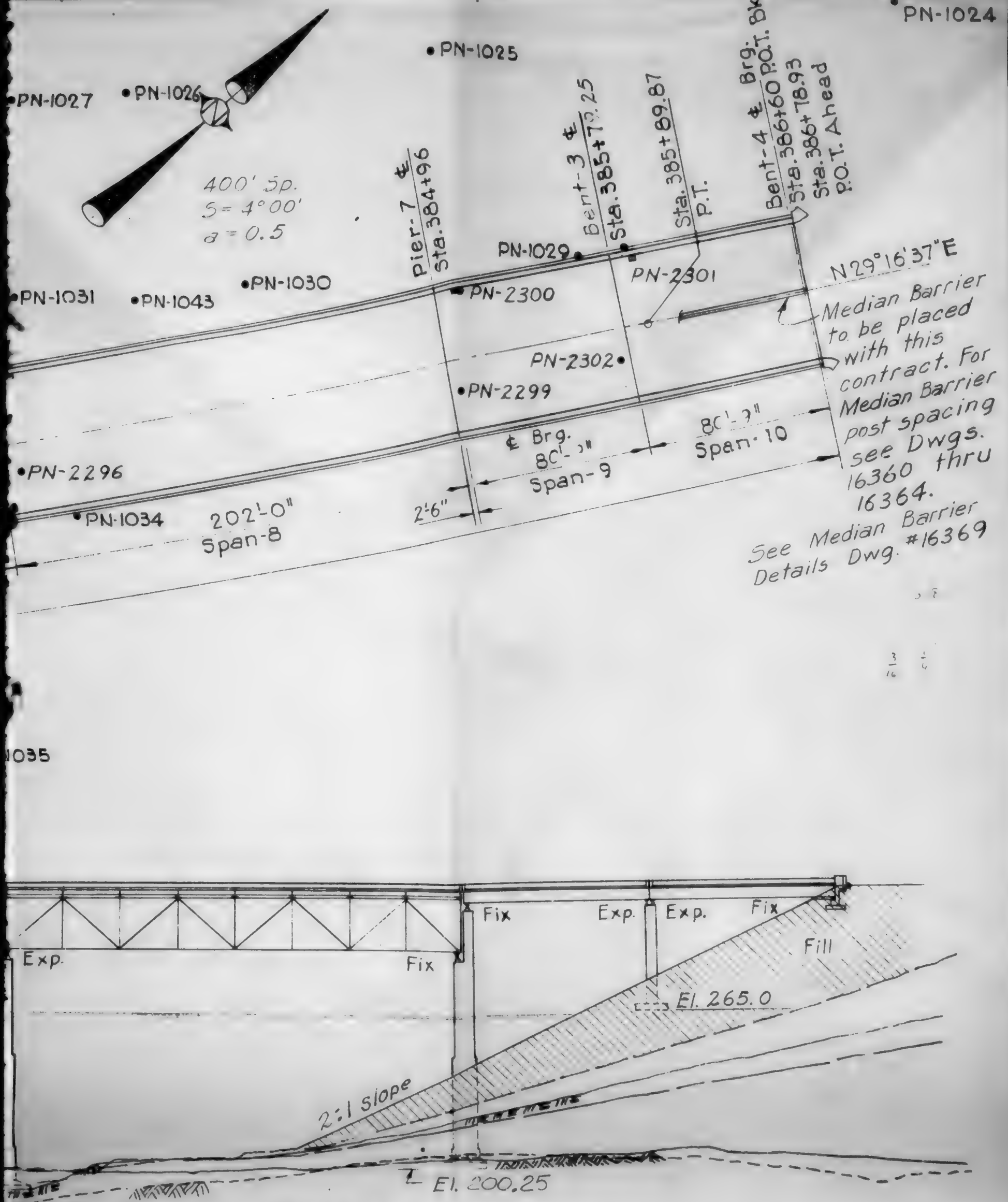
Fix
Exp.
Fix
Exp.
Fix
Ex

Line Elev. 268.0

is
iver.
m

El 182.3
El 173.10

El. 146.0
El. 156.0

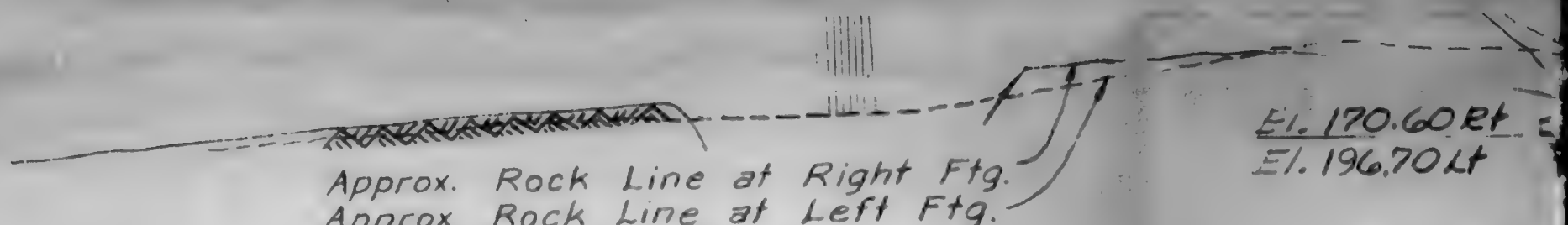


1035

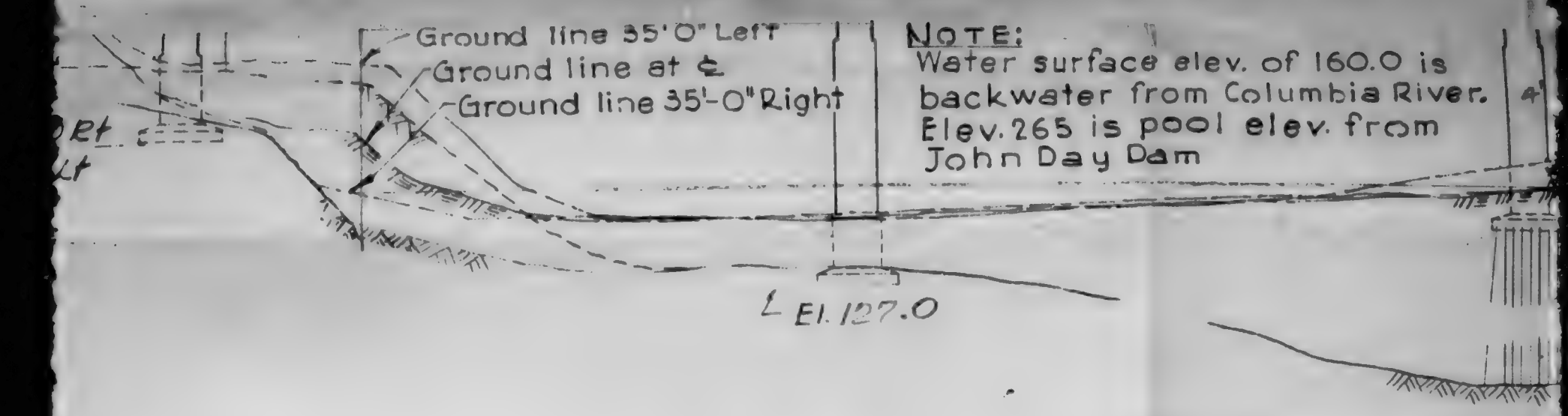
2.36 Rt.
0 Lt.

GENERAL NOTES

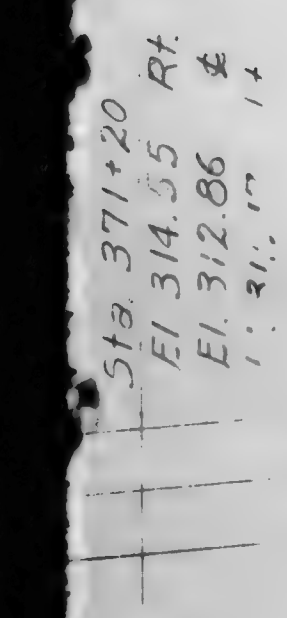
Bridge designed for H 20-S16-44 loading, and military loading.
All concrete shall be class "A" and shall attain a breaking strength of



Sta. 371+20
El 314.55 Rt.

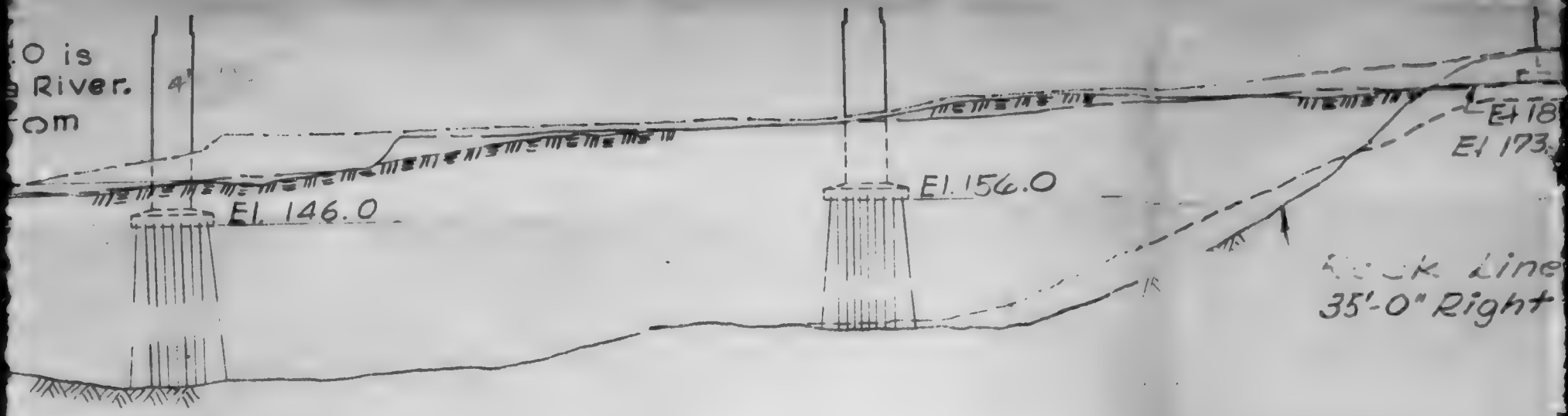

Ground line 35'-0" Left
Ground line at ℄
Ground line 35'-0" Right
NOTE:
Water surface elev. of 160.0 is backwater from Columbia River. Elev. 265 is pool elev. from John Day Dam
℄ El. 127.0

ELEVATION
Scale: 1" = 50'-0"

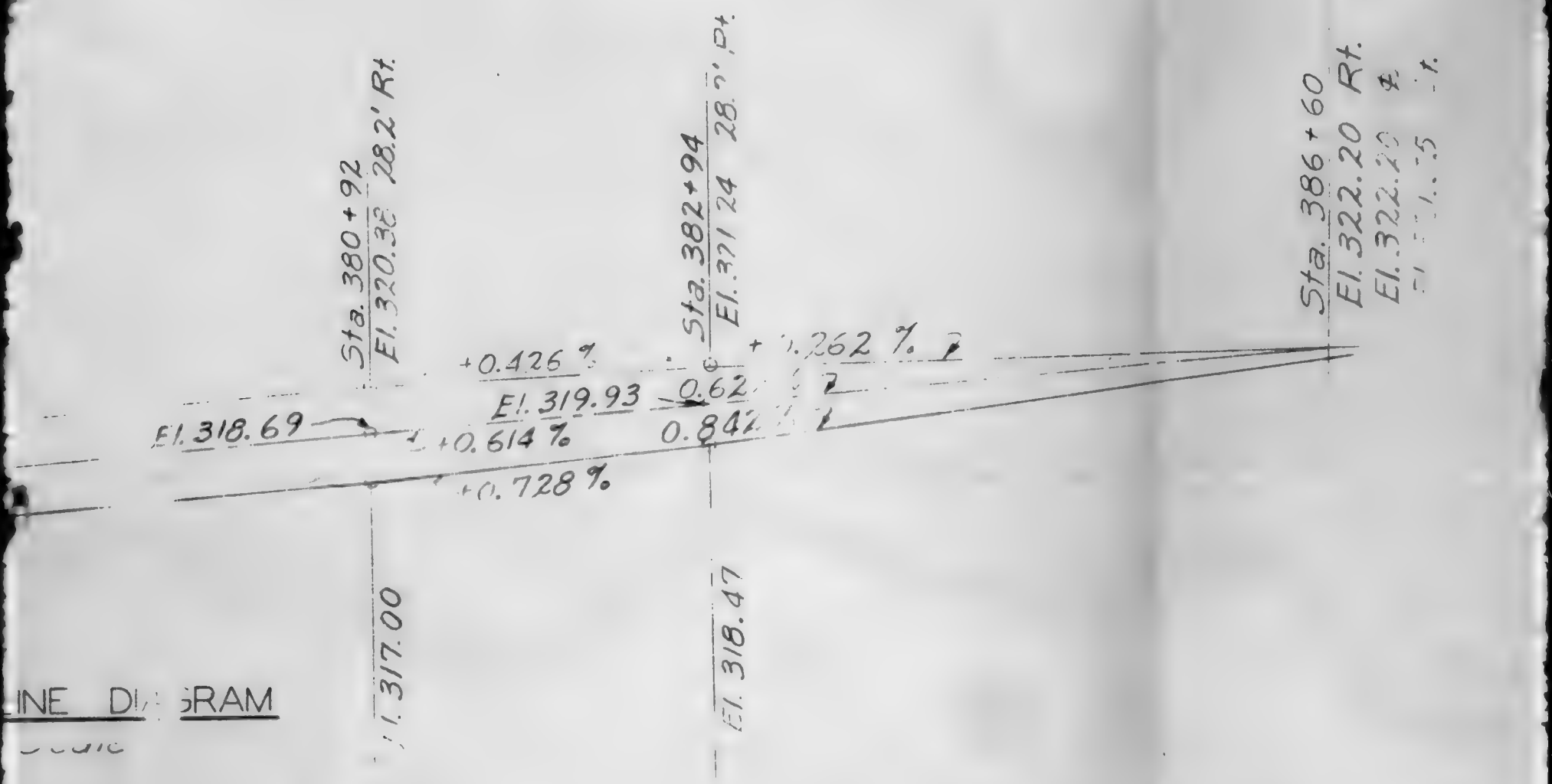


GRADE LINE DIAGR
No Scale

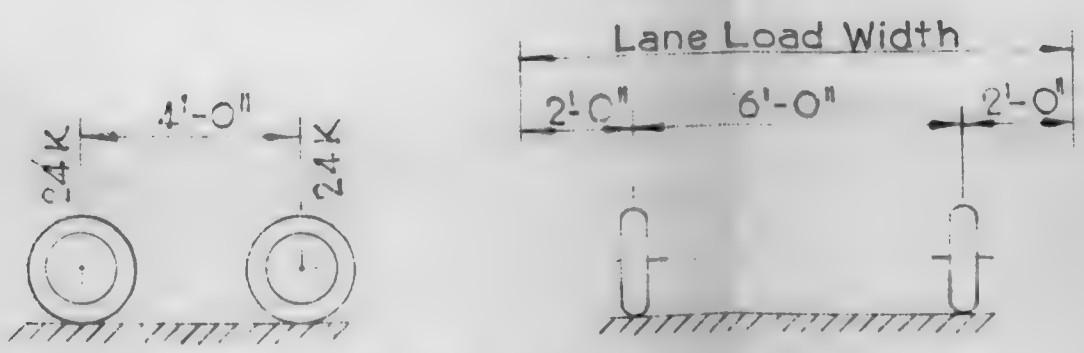
.0 is
a River.
om



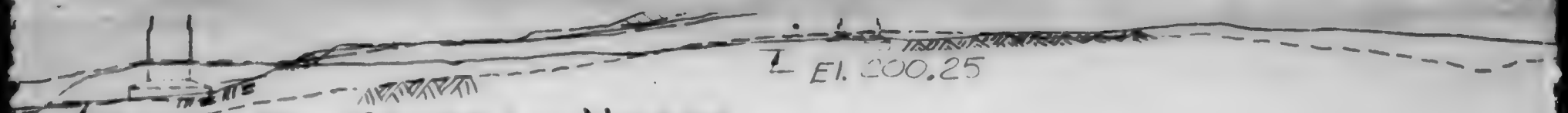
TION
1" = 50'-0"



LINE DIAGRAM



MILITARY LOADING



GENERAL NOTES

Bridge designed for H 20-S16-44 loading, and military loading.

All concrete shall be class "A" and shall attain a breaking strength o 3300 p.s.i. in 28 days (fc = 1320 p.s.i.)

All reinforcing steel shall be intermediate grade deformed bars. Bars to No.11 inclusive shall conform to A.S.T.M. specification A-305 and shall b lapped 20 dia. at all splices unless shown or noted otherwise. No.14 ba shall conform to A.S.T.M. specification A-408 and shall be lapped 35 dia. at splices unless shown or noted otherwise. All bars shall be placed 2" clear nearest face of concrete unless shown or noted otherwise (fs = 20,000 p

All structural steel shall be carbon, conforming to A.S.T.M. specification or weldable carbon conforming to A.S.T.M. specification A-373, or weldabl alloy conforming to A.S.T.M. specification A-242 or H.T. as noted on plans

Bearing pressure for footings as noted on plans.

STRUCTURAL STEEL CONNECTIONS: All rivets and bolts shall be 1" dia. un noted otherwise. Shop conn. to be made with rivets or high tensile streng bolts at contractors option. Field conn. shall be made with high tensile stren

WELDING: The relation between fillet weld size and the maximum thic of material on which various sizes of fillet weld may be used shall b accordance with article 222 of the A.W.S. specification dated 1956.

Vertical bars for piers not to be cut to length until final footing eleva have been established in the field.

Design criteria for plate thickness L÷r ratios etc. is the current stand specifications for highway bridges of the American Association of St Highway Officials.

All materials and workmanship shall conform to the Standard Specifications for Highway Construction of the OREGON STATE HIGHWAY COMMISSION.

APPROVED: DATE	DATE	REVISION	DATE	REVISION
COLONEL, C.E., DISTRICT ENGINEER				

APPROVED: DATE 30 MAR. 61

BRIDGE ENGINEER

ASS'T. STATE HIGHWAY ENGINEER

STATE HIGHWAY ENGINEER

DESIGNED F.H.M. CHECKED J.E.B.

DRAWN J.H. CALC. BOOK 576

OREGON STATE HIGHWAY DEPARTMEN
BRIDGE DIVISION

JOHN DAY RIVER BRIDGE

JOHN DAY RIVER BRIDGE SECTION
COLUMBIA RIVER HIGHWAY
SHERMAN - GILLIAM COUNTY

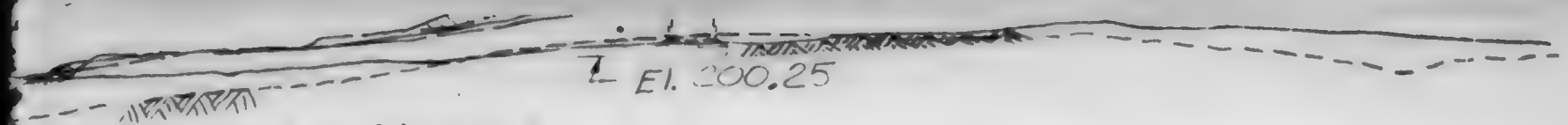
PLAN & ELEVATION

DATE 12-30-64 BRIDGE NO. [illegible]

ACCOMPANIED BY DWGS. 20481 THRU 20489, 14657 & 14660

SHEET 1 OF

DRAWING NO. 20481



GENERAL NOTES

Bridge designed for H 20-S16-44 loading, and military loading.

All concrete shall be class "A" and shall attain a breaking strength of 3300 p.s.i. in 28 days (fc = 1320 p.s.i.)

All reinforcing steel shall be intermediate grade deformed bars. Bars No.3 to No.11 inclusive shall conform to A.S.T.M. specification A-305 and shall be lapped 20 dia. at all splices unless shown or noted otherwise. No.14 bars shall conform to A.S.T.M. specification A-408 and shall be lapped 35 dia. at all splices unless shown or noted otherwise. All bars shall be placed 2" clear of the nearest face of concrete unless shown or noted otherwise (fs = 20,000 p.s.i.)

All structural steel shall be carbon, conforming to A.S.T.M. specification A-7 or A 36 or weldable carbon conforming to A.S.T.M. specification A-373, or weldable low alloy conforming to A.S.T.M. specification A-242 or H.T. as noted on plans.

Bearing pressure for footings as noted on plans.

STRUCTURAL STEEL CONNECTIONS: All rivets and bolts shall be 1" dia. unless noted otherwise. Shop conn. to be made with rivets or high tensile strength bolts at contractors option. Field conn. shall be made with high tensile strength bolts.

WELDING: The relation between fillet weld size and the maximum thickness of material on which various sizes of fillet weld may be used shall be in accordance with article 222 of the A.W.S. specification dated 1956.

Vertical bars for piers not to be cut to length until final footing elevations have been established in the field.

Design criteria for plate thickness L÷r ratios etc. is the current standard specifications for highway bridges of the American Association of State Highway Officials.

All materials and workmanship shall conform to the Standard Specifications for Highway Construction of the OREGON STATE HIGHWAY COMMISSION.

PROVED: DATE	DATE	REVISION	DATE	REVISION
LONEL, C.E., DISTRICT ENGINEER				

PROVED: DATE 30 MAR. '61

GE ENGINEER

S.T. STATE HIGHWAY ENGINEER

TATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

JOHN DAY RIVER BRIDGE

JOHN DAY RIVER BRIDGE SECTION
COLUMBIA RIVER HIGHWAY
SHERMAN - GILLIAM COUNTY

PLAN & ELEVATION

ESIGNED F.H.M.	CHECKED JEB	DATE 12-30-64 BRIDGE NO. 55	SHEET 1 OF 11
RAWN J.H.	CALC. BOOK 576	ACCOMPANIED BY DWGS. 10481 THRU 10489, 14657 & 14660	DRAWING NO. 10481

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6927

Salem, Oregon
March 29, 1965

Mr. Floyd Quesy

Mr. C. H. Matson

On this date, Chairman Jackson approved paying the bill of Tudor Engineering Company in the amount of $5,453.07, which covers the cost of the John Day Bridge investigation.

This is to be added to the agenda of the March 11 meeting.

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Mr. Forrest Cooper
Mr. Victor D. Wolfe

MARK O. HATFIELD
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

March 24, 1965

Mr. Forrest Cooper
State Highway Engineer
State Highway Building
Salem, Oregon 97310

Dear Forrest:

In accordance with the discussions between myself and the Highway Commission, the Tudor Engineering Company was engaged to study the cause of the collapse of the highway bridge across the John Day River. As agreed in our discussions, the cost of this study was to be borne by the Highway Commission. It is requested that your office compensate the Tudor Engineering Company for the service rendered.

Sincerely,

Governor

MOH:nc

cc: Mr. Douglas F. DeCew

NOTED
R. L PORTER

5, 43 3.07

RECEIVED
MAR 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 31 1965
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contracting Officer of
National
Date MAY 15 1965
Division Engineer
U.S. Bureau of Public Roads

Project Name John Day River Bridge Reconstruction — Date 15 March 19 65

Highway Columbia River — Contract No. 6537

County Gilliam & Sherman — Prefix 611-1066

Contractor General Construction Company — F. A. Project No. ER-96(1)

Address P. O. Box 2768 Portland, Oregon 97208 — Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Provide and Place Approx. 2,500 Cubic Yards of Rip Rap Rock - over Bridge Footings at Piers 3, 4 & 5.

BPR Endorsement -- Contingent on determination of Corps of Engineers' responsibility for work. If not responsible, additional emergency funds contingent on Congressional action.

Location by station numbers:

Pier #3: 376+88, Pier #4: 378+90, Pier #5: 380+92.

Estimate of quantities and cost:

Labor	$3,500.00
Materials	00.00
Equipment Rental	$6,500.00
TOTAL	$10,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

River bank and streambed errosion, accelerated by the increased water velocity due to blockage from wreckage in spans 4 and 5 - has created a potentially dangerous situation at the footings for Piers 4 and 5. Rock Rip Rap will stabilize footing areas and prevent errosion under these footings. While Piers 4 and 5 are supported by steel H piling , exposure to errosion is not desirable. At Pier 3, after reconstruction of new footings (on rock) and (over)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$ 883,431.00	
Present estimate of project cost, including $ 10,000.00 for work under this order	883,431.00	
Expected under-run / over-run amount	$ none	
Expected under-run / over-run per cent		

Submitted by: D. K. Gilbert
Resident Engineer

Approval Recommended: J. H. Wellman
Division Engineer

Approval Recommended: Ivan M. Mackey
Construction Engineer or Bridge Engineer

Approved: R. H. Stephenson
Deputy State Highway Engineer or Assistant State Highway Engineer

State Printing Copy to Grain 3-31-65

(Continued)

shafts it will be necessary to blanket the footing backfill material with rip rap, to stabilize the streambed.

Mr. I. D. Merchant, Bridge Engineer has ordered this work to be accomplished as soon as possible - due to the possibility of very high runoff in the John Day River from this spring's snow thaw.

Maximum equipment rates allowable as per A. G. C. - State Agreement. Percentage allowed Contractor is in accordance with the executed Contract for this project.

Work not started 3-15-65 17
Anticipated starting date 3-~~22~~-65

Telephone approval obtained from Mr. Al Rear, Assistant Bridge Engineer.

DISTRIBUTION--March 25, 1965

1. 3 copies--Division Engineer (Mr. Putnam)
2. 1 copy-----Accounting
3. 1 copy-----Bridge Files (CAG)

MAR 1965 AM PM 5,8,9,10,11,12,1,2,3,4,5,6

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6537

March 12, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Re Dodge Br. Reconstruction
Project No. FR-103(2)

Dear Sir:

With funds released from the John Day River Bridge, Project No. IR-96(1), we wish to increase the federal share on this project by a modified project agreement from $110,000.00 to the full pro rata share of $148,600.00.

You may use this letter as our formal request for modification of project agreement and our estimate dated March 1, 1965 as the supporting information.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:cr

cc: C. H. Malson

RECEIVED
MAR 12 1965
FOR FILING

6537

March 12, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Re John Day River Bridge
Project No. ER-96(1)

Dear Sir:

It has come to our attention that funds are not receivable on this project until financial obligations are established between the State of Oregon and the Corps of Engineers; therefore, we wish to reduce the project agreement amount to a token 5% or $44,000.00.

It is our understanding that funds released from this project will be put in Oregon's unobligated balance and be made available for other projects.

Reducing this project does not constitute a firm committment as we intend to modify the project agreement to full pro rata when financial responsibility is established and funds become available.

We are returning unsigned two copies of modified project agreement and we wish this letter to be our request to reduce the federal funds and modify the project agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAHser

cc: C. H. Maison
R.L. Porter

Monthly transaction number	FORM PR-2A (31-67) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State: Oregon
Project report number: 6	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT (PPM 21-7)	County: Gilliam & Sherman
		Project number: ER-96(1)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on February 16, 1965, is hereby modified as follows:

Revised estimated total cost of project $ ---

Revised Federal funds $ ---

Other revisions

Eligibility of costs on this project is dependent upon determination of responsibility under Article 8 of October 25, 1961 Contract No. DA-45-164-CIVENG 61-103 with the Corps of Engineers.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the _____ day of _____, 19_____.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By **A. W. Parsons**
(Division Engineer)

By:
L. R. Backlund, Administrative Mgr.

USCOMM-DC 8120-P68

FORM E-133X 60M 5-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
March 10, 1965

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

John Day River Bridge
Reconstruction
Contract No. 6537
Federal Aid Project No.
ER-96(1)

Herewith Order for Extra Work No. 1 for your consideration as a contingency chargeable to the project.

This Order covers miscellaneous repair work to the remaining portions of the bridge that were damaged but not completely destroyed during the flood. The work covered by the Order is provided for in the contract specifications as extra work.

Our original estimated cost of the work based on investigation insofar as we were able to make at the time, was $20,000.00. Further investigations indicate the work to be of considerably greater magnitude than we had originally anticipated.

Your approval of the Order as of the date of the Order is requested.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:jm
Attachments

cc: R.N. Chase w/a
C.H. Maison
L.H. Young

APR 1 = 1965

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Contingent upon modification of project authorization

Date FEB 18 1965 State Engineer

U.S. Bureau of Public Roads

6537

Project Name John Day River Bridge Reconstruction Date 18 February, 1965

Highway Columbia River Contract No. 6537

County Gilliam & Sherman Prefix 611-1066

Contractor. General Construction Company F. A. Project No. ER-96(1)

Address P. O. Box 2768 Portland, Oregon 97208 Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Repair Existing Bridge, As Required.

Location by station numbers:

Pier #2 thru Pier #5

Sta. 374 + 86 to 380 + 92

Estimate of quantities and cost:

Labor	15,000
Materials	4,000
Equipment Rental	16,000
Total	$35,000

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Flood damage to the existing 4 lane bridge (#108A) will require extensive repair work. As the required work had not been determined or detailed by the bidding date- these repairs have been classified as extra work, by the Project Authorization. Work under this order is anticipated to cover the following items:

(Turn Over)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$883,431.00
Present estimate of project cost, including $35,000.00 for work under this order	$883,431.00
Expected under-run / over-run amount	$
Expected under-run / over-run per cent	

Space to right of this line is for use of Salem Office

Submitted by: D. K. Gallaher, Resident Engineer

Approval Recommended: Ivan M. Nuckolls, Construction Engineer or Bridge Engineer

Approval Recommended: J. Kuhnhausen, Division Engineer

Approved: P. M. Hopkinson, Deputy State Highway Engineer or Assistant State Highway Engineer

State Printing

Copy To Johnson
4-16-65

1. Repair all damage to Piers 2 and 4.
2. Reposition truss Spans 6 and 7 and reset bearing devices.
3. Replace or repair damaged median guard rail posts in Spans 1, 2 and 6.
4. Alter the new masonry plates required at Piers 2 and 4 to allow installation of new anchor bolts.
5. Drill holes for and install new anchor bolts for truss bearing devices at piers 2, 4 and 5.
6. Patch sections of damaged handrail and deck slab, in Spans 6 and 7.
7. Remove truss wreckage from Strut "C" at Pier #4, as necessary for repairs.
8. Remove truss wreckage fromm the stream bed and perform other extra work required to clear the river channel and footing areas at Pier 4.

Maximum equipment rates allowable as per A.G.C.- State Agreement. Percentage allowed Contractor is in accordance with the executed Contracto for this project.

Work not started 2-17-65
Anticipated starting date 3-1-65

DISTRIBUTION 3-9-65

3 Copies Division (J.F. Putnam)
1 Accounting
1 Bridge (CAG)

CONSTRUCTION DIVISION
FEB 2 1965
ACC ACC COR

RECEIVED
MAR 12 1965

RALPH A. TUDOR (1902-1963)
LESLIE A. HELGESSON
LOUIS W. RIGGS
ARTHUR R. REITTER
JOHN G. MARR
STANLEY H. FROID
CARL W. OTTO

TUDOR ENGINEERING COMPANY
CONSULTING ENGINEERS
525 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94105

AREA CODE 415
982-8338

CABLE "TENGCO"

State of Oregon
State Highway Department
Salem, Oregon 97310

March 10, 1965

Attention: Mr. Forrest Cooper
State Highway Engineer

For services rendered in connection with the report on the causes of the collapse of the John Day River Bridge on Interstate 80 N., as authorized by Governor Hatfield on December 26, 1964.

Technical Salaries		$ 2,464.22
Plus 100%		2,464.22
Travel Expense - L. A. Helgesson:		
Air Fare (3 round trips)	$ 276.27	
Auto rentals	140.20	
Hotel, meals and misc.	108.16	524.63
Total Amount Due		$ 5,453.07

orig to Maier

Certified Correct:

John G. Marr

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ER. 96(1)

6537

February 25, 1965

The Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem, Oregon 97310

Dear Governor Hatfield:

Enclosed are one copy each of reports on the John Day River Bridge incident prepared by the Bureau of Public Roads and by this Department. The Bureau's investigation was made by E. L. Erickson, chief of the Bureau's Bridge Division, of Washington, D. C. The Highway Department report was prepared by A. A. Rear of our Bridge Division. At no time has Mr. Rear had any connection with the original John Day job and to date has not read or examined the Tudor report or the Bureau of Public Roads report.

An additional copy of the Bureau of Public Roads report has been prepared for L. A. Helgeseon of Tudor Engineering. We can send this copy direct to Mr. Helgeseon or, if you wish, we can furnish it to you for transmittal.

The Department report is somewhat voluminous as it contains considerable supplementary data. The findings are described on the first 12 pages, with the conclusion on page 12. All three reports vary in some detail but agree that the cause of collapse was streambed scour at Pier 3.

In connection with the Bureau of Public Roads and Tudor Engineering reports, I offer the following comments.

Before this Department's people reached a decision to found the footings for Pier 3 at elevations 144.2 and 144.3, an evaluation of the underlying material was conducted. This consisted of drilling test holes in each corner of both footing areas with the tests extended well below bedrock level. Sample material indicated a stratum of sandy gravel which was a noncompressible material. There is little doubt that it had

rmple supporting power to withstand several times the load imposed upon it. The stratum was so hard and firm that the contractor's efforts to drive sheet piles as part of his cofferdam proved difficult and it was possible to gain less than one-foot penetration. In driving these piles, the ends actually bent and curled at the tips. It was because of this that the Bridge Construction Engineer was satisfied with the foundation, which, in his judgment, was entirely suitable for the purposes intended.

Our records show that the Resident Engineer on October 18, 1962, reported the findings of the test drill and advised the Bridge Engineer that footings had been poured. The Resident Engineer tells me that he received verbal approval from the Corps of Engineers and the next periodic inspection by the Bureau of Public Roads, dated November 27, 1962, indicates that the Bureau had knowledge of the matter and approved the procedure. Because of the unprecedented scour action caused by the December flood, we know that this decision was in error. However, I believe that the people who were responsible made their decision only after deliberate and thorough consideration.

The destructive power of the December flood was beyond the range of expectations and the causes are clearly described in a Portland District, Corps of Engineers report entitled "Flood of December 1964 - Projects and Project Effects". The report states in part:

> Meteorological conditions prior to 20 December 1964 created the potential for a major flood. Saturated, frozen ground was covered by a wet, heavy snowpack, even across the valley floors and down to ocean beach level. Then, on 20 and 21 December, a rapid weather change released that potential. Torrential rains, plus melting temperatures up to the 10,000-foot level, swept the snowpack from the valleys, hills, and mountains. Medford, Oregon, in a 9-day period, received about 9 inches of rainfall, which is equal to one-third of its average annual precipitation. Other representative areas received amounts ranging up to more than 25 inches at Crater Lake. Each of those amounts equalled one-fourth to one-third of the normal annual total.
>
> Little if any of the resulting runoff could be absorbed by the still-frozen ground. As a result, streams in northern California, along the Coast and Cascade Ranges

in western Oregon, and even in normally arid eastern Oregon, experienced runoff rates which cannot be expected to be equalled more often than once in 50 to once in much more than 100 years, on an average. These were floods which apparently equalled or exceeded those of 1861, the previous maximum winter floods of historical record.

Some mention was made that the footing elevation violated specifications in that it was not six feet below streambed. This is a design specification and is subject to modification if conditions warrant adjustment. Section 2.1.3 of the General Specifications of this project states: "The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only, and the engineer may order, in writing, such changes in dimensions or elevations of footings as may be necessary to secure a satisfactory foundation." The adjustment of footing elevations during bridge construction happens on many occasions. In fact, it is only after structural excavations have been made that the true evaluation of the bearing power of the underlying material is sometimes apparent.

The statement has been made that no investigation was conducted which would determine possible undermining of the downstream footing of Pier 3 during construction. I find that the Resident Engineer did make such determinations on three different occasions and before accepting the project required the contractor to backfill an area near the downstream edge of the pier. The area which was backfilled was largely part of the excavation that was removed prior to pier construction and the void was not caused, at least in the greater amount, by scour or erosion. We can speculate at this time and say that had jetty-type rock been used for this backfill possibly the pier failure would not have occurred. Such a thing, of course, is possible but considering the scouring action that took place in December, I believe even this precaution would not have been certain.

One report states that the records do not indicate the adoption of any program of regular inspection to uncover evidence of scour. It has long been the practice of this Department to make annual inspection of the foundations of all major structures. However, the December flood took place prior to the first regular inspection. As Pier 3 was subjected to winter runoffs in 1962-63 and 1963-64 without apparent damage, the danger of eroding action of the recent flood was not recognized.

In the Tudor report there is a statement that could be misleading to a person not closely familiar with Federal-aid projects. This is the statement that while the Corps of Engineers and the Bureau of Public Roads gave tacit approval to the footing elevations, the ultimate responsibility rested with the Bridge Division of the State Highway Commission. The Highway Department has full responsibility relative to the design and supervision of construction of this bridge. However, it is not the practice of the Bureau of Public Roads to issue passive approval to any Federal-aid work and projects will not be accepted unless, in the Bureau's opinion, they have been constructed in a safe and approved manner. For instance, on this very bridge, final Federal approval was delayed for several months because the Bureau of Public Roads inspector felt that the riding qualities of the deck were somewhat below acceptable standard. After a lapse of time,

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he apparently was convinced that the deck did meet specifications as to smoothness and accepted the project. This, of course, had nothing to do with the question at hand but illustrates that the Bureau will not accept work that it feels is substandard.

Without attempting to pass the responsibility to a different organization, experienced bridge and construction people of not only the Highway Department, but also of the Bureau of Public Roads and the Corps of Engineers, had full knowledge as to the elevations of the footings of Pier 3 and as to the type of material upon which they were founded. There were no objections raised and no approvals withheld because of this procedure.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enclosures

bc Mr. Glenn L. Jackson

RLP:ms ms

Note: This letter retyped from the original, to add the Underlining emphasis as directed by Mr. Jackson. - 3-2665

RECEIVED
FEB 19 1965
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6-24

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 2768
PORTLAND, OREGON 97208

February 18, 1965

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. Floyd Query

Dear Mr. Query:

In your letter of February 16, 1965 you advised that we had rejected the Workmen's Compensation Act, as applies to Contract No. 6537, John Day Bridge repairs on the Columbia River Highway.

We find no evidence in this office that the Act has been rejected; on the contrary, we have used the Act if and whenever possible.

We have called Mr. W. W. Geibel of the State Industrial Accident Commission at Salem for additional information relative to this letter of rejection; and, in our conversation we both concur that the trouble undoubtedly is caused by the fact that you have used our Home Office, General Construction Company in Seattle, as the principal on this prime contract, whereas the office at Portland, Oregon is handling the operation of the entire project and reporting all contributions to the State Industrial Accident Commission under our number 214703.

It is our suggestion that in order to prevent this confusion from occurring in the future, it would be well to consider that all work done for your department will be handled out of this office.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

R. P. Stockwell

NOTED
FLOYD QUERY

RPS/hy

cc: General Construction Company, Seattle

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FEB 19 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 16 1965

21 36 (1)
6537

February 16, 1965

General Construction Company
P. O. Box 1645
Seattle, Washington 98124

Gentlemen:

A letter has been received from the State Industrial Accident Commission stating that your company has rejected the Workmen's Compensation Law.

Under the standard specifications (Section 7-7) applying to Contract No. 6537 recently awarded to you, it is necessary that you provide industrial accident protection for your employees with the State Industrial Accident Commission if such protection is available from that Commission.

If you have not already taken steps to do this please do so as soon as possible.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

cc: State Industrial Accident Commission
Labor and Industries Building
R. G. Savage, Director
Employer Coverage Division
Salem, Oregon
Attn: W. W. Geibel

FORM E-123X 50M 9-64

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID S. THOMSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 15, 1965

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

John Day River
Contract No. 6537
FAP No. ER-96(1)

Work was started on the above project on February 11, 1965.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAQ:jm

cc: D.B. Parkes
P.A. Query
C.H. Maison
L.H. Young

NOTED
FLOYD QUERY

RECEIVED
FEB 17 1965
PORTLAND

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 2768
PORTLAND, OREGON 97208

10 February 1965

cc Stephenson
Markham
Cts. Engr-Designer
pc 2-17-65

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. Forrest Cooper, State Highway Engineer

Reference: Contract No. 6537

Gentlemen:

As a result of a discussion on 8 February 1965 with Mr. Al Rear, Assistant Bridge Engineer, in regard to routing and alignment of the detour road at the site of the John Day River Bridge on U. S. Route No. I-80N, we have reviewed plans for access to and prosecution of work under the above-referenced contract.

Based on the approximate roadway alignment indicated by Mr. Rear on a reconnaissance map of the area dated January, 1965, it is felt that no insuperable difficulties exist in accomplishing work required for rebuilding the John Day River Bridge as a result of constructing this detour road. However, it should be pointed out that certain problems will develop as a result of the proximity of these two operations which require modifications and procedural changes on the bridge project.

In the brief time available to review this situation, the following items which will be affected to some degree have been noted:

1. The area proposed for storage of materials, field office, and work yard on the east bank of the river and upstream of the bridge will be limited to some extent by the detour road. This will necessitate levelling and grading an additional area on the east bank further upstream. It is assumed that ingress and egress to this work area will be provided in connection with construction of the detour road.

NOTED
R. L. PORTER

2. Preliminary arrangements with Northern Wasco County R.E.A. for supplying electrical energy to the project have been made. This involves extending service from their existing terminal pole on the west river bank approximately 100 feet upstream of the highway bridge to the work area on the east shore and to Pier 3. Since the proposed detour road passes immediately west of the R.E.A. terminal pole and under existing power lines, it may be necessary to move this pole and/or install a longer pole to provide necessary vertical clearance over the detour.

3. It is anticipated that blasting will be necessary in connection with structural excavation and removal of portions of concrete in the old Pier 3. Whereas highway traffic over the old highway bridge was over 400 feet from the site of Pier 3, routing on the detour road will pass within roughly 120 feet of the pier location. This will necessitate stopping traffic by means of flagging crews during blasting operations.

Although additional areas of conflict may develop, it is felt that the major items of concern are described above. We will endeavor to provide a full measure of cooperation with your forces in working out solutions to any problems which may develop as a result of this detour construction. Similarly, we shall expect appropriate consideration from your office on any changes or additions to work involved in the bridge project as a result of this situation.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

Jack H. King

Jack H. King
Project Manager

JHK/hy

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OREGON
STATE HIGHWAY COMMISSION

Form CD-121 (11-63) (Prea. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 5, 1965

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-4(5)112, John Day River Bridge
Report by Mr. E. L. Erickson, Washington, D. C.

Attached is one copy of a report on the failure of the John Day River Bridge prepared by Mr. E. L. Erickson, Chief, Bridge Division, of our Washington office.

In accordance with Mr. Erickson's statement to you on Januaryf12, 1965, you may use this report as a basis for a joint statement if you so desire.

Attachment

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

EXHIBIT 'L

U. S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
Bldg. 602, City-County Airport

Address reply to
The District Engineer
Not to individuals

8 January 1965

NPWCO

Referred to
Forrest Cooper
by Secretary

State of Oregon
State Highway Department
Salem, Oregon 97310

Gentlemen:

Reference is made to your letter dated 6 January 1965 pertaining to restoration of the John Day River Bridge which was severely damaged by a major flood of the John Day River on 22 December 1965.

You state that you consider that the cost of repair and restoration of the structure is chargeable to the John Day Lock and Dam Project under the provisions of Article 8 of our Contract No. DA-45-164-CIVENG-61-103. This position is premised on your contention that the damage to the structure is an extraordinary damage caused by natural conditions beyond the control of the Oregon State Highway Department.

Article 8 of the referenced contract provides that the Government shall pay to the State all actual costs, as mutually agreed upon, for certain extraordinary damage during the time required for stabilization of specified highway facilities constructed under the contract. The provisions of the referenced Article 8 are not considered to include Government responsibility for payment of damages due to unusual events, such as severe flooding, other than where such damages are attributable to unseasoned embankment, slopes and roadbeds, or to effects of the reservoir. In my judgment none of these factors was the proximate cause of the failure of the bridge. Any damages due to natural conditions beyond the control of the Highway Department, solely occurring due to the location of the highway, are considered to be consequential and therefore are not reimbursable under the contract. In this connection, it is noted that rather severe damages have occurred to portions of highways, both near and far removed from the John Day River area, as a result of the widespread unprecedented flooding.

You have presented plans for the repair of the structure concurrently with the delivery of your letter of 6 January 1965 and request approval thereof. It is noted that the repairs you propose to the structure should rebuild the bridge to the original design, with Pier 3 founded on rock. Without prejudice to my position denying pecuniary liability of the Government for rehabilitation of the structure, but in recognition that Article 8, Deferred Construction, of the referenced contract may apply to future extraordinary damages to the repaired structure, I approve the plans for repair. These plans are your drawings Nos. 20481, 20482, 20483, 20484, 20485, 20486, 20487, 20488, 20489, 14657, and 14660.

I look forward to the early resolution of other damage questions between our two offices.

Mr. Porter's receptive response to our 6 January letter concerning traffic routing is particularly appreciated.

Sincerely yours,

/s/ Frank D. McElwee
FRANK D. McELWEE
Colonel, Corps of Engineers
District Engineer

(EXHIBIT L -)
(continued)

RLP:ms bjs

EXHIBIT K

January 6, 1965

The District Engineer
U. S. Army Engineer District, Walla Walla
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Re: John Day River Bridge
Contract No. DA-45-164, CIVENG 61-103

As you undoubtedly are aware, the Christmas week storm in Oregon inflicted severe damage to the John Day River Bridge. This bridge was constructed by the Oregon Highway Department under terms of the above contract in order to conform to the overall plan of the John Day Lock and Dam project.

In the interest of restoring traffic at the earliest possible date, the Oregon Highway Department has prepared plans and specifications for the necessary restoration work. Under terms of Article 8 of the above contract, your approval of these plans and specifications is requested.

This request is also made on the premise that the damage to this structure was an extraordinary damage and was caused by natural conditions beyond the control of the Oregon Highway Department. It is the position of this Department that the repair and restoration of the John Day River structure comes under the five-year maintenance clause and is chargeable against the John Day Lock and Dam project.

Your early consideration and approval of this matter will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: R. L. Porter
P. M. Stephenson
Victor D. Wolfe
George Rhode
Ivan Merchant
J. F. Putnam

RLP:ms bjs

Report on

FAILURE OF "JOHN DAY RIVER BRIDGE"
on December 22, 1964
Oregon Project I-80-N-4(5)112

by E. L. Erickson, Chief, Bridge Division

An on-site study of the "John Day River Bridge" failure was made by the writer on January 11 and 12, 1965. The events leading up to the collapse of the structure were reviewed with the following representatives of the Oregon State Highway Department and the Bureau of Public Roads, all of which had some connection with the project.

Forrest Cooper	-	State Highway Engineer
R. L. Porter	-	Deputy State Highway Engineer
Alfred A. Rear	-	Assistant Bridge Engineer, State Highway Dept.
Ivan Merchant	-	Bridge Engineer, State Highway Department
P. M. Stevenson	-	Assistant State Highway Engineer
J. S. Sawyer	-	Resident Engineer, State Highway Department
D. W. Gallaher	-	Resident Bridge Engineer, State Highway Dept.
R. A. Stevenson	-	Regional Bridge Engineer, Bureau of Public Roads
R. H. Tokerud	-	Division Bridge Engineer, Bureau of Public Roads

The bridge was designed and constructed by the Oregon State Highway Department under a contract with the Corps of Engineers as a replacement for the existing bridge on the State road designated as U. S. Highway 30, which replacement was made necessary by the construction of a navigation and flood control project known as the "John Day Lock and Dam, Columbia River, Oregon and Washington." Since U. S. Highway 30 at the crossing of the John Day River is being reconstructed as Interstate Highway 80N, and a four-lane structure replaced a two-lane structure, the cost of the additional two lanes was financed as an Interstate highway project. The replacement was required to provide a high level crossing of the John Day River which will be a part of the reservoir behind the "John Day Lock and Dam" being built under authority of Public Law 516, 81st Congress, approved 17 May 1950.

The agencies involved shared the construction cost of the "John Day River Bridge" project as follows:

Total Cost	Federal-aid Interstate Highway Funds	State Funds	U. S. Army Engineer Funds
$2, 380. 971. 00	$843, 535. 00	$70, 173. 74	$1, 467, 262. 26

The bridge project was completed and accepted by the Bureau of Public Roads 23 September 1964.

A sketch of the bridge and detail of Pier 3, which failed, are attached and marked Exhibit A and A1.

The Failure of the Bridge

Two of the 200-foot deck truss spans supported by Pier No. 3 (located in the river channel) collapsed at about noon on Tuesday, December 22, 1964, when this pier was washed out by the flood waters raging at the time. The flood on December 22 was, according to the best data available, a record flood. Records from U. S. Geological Survey Water Supply Papers show the following peak discharge at McDonald Ferry, 19 miles upstream from the bridge, the closest gaging station.

Date	Gage Height, ft.	Discharge, cfs
1894	12. 80	39, 100
Feb. 6, 1907	10. 80	27, 800
Mar. 3, 1910	8. 50	16, 300
Feb. 11, 1916	9. 20	18, 900
Apr. 27, 1917	9. 60	22, 600
Feb. 15, 1921	8. 80	18, 400
Mar. 20, 1932	10. 60	26, 800
Mar. 29, 1943	8. 14	15, 300
Dec. 30, 1945	8. 67	17, 300
May 23, 1948	9. 83	23, 000
Mar. 27, 1952	9. 80	22, 900
May 9, 1956	10. 22	24, 900
Feb. 19, 1958	8. 29	16, 400
Feb. 2, 1963	8. 53	17, 300
Dec. 24, 1964	13. 63	45, 000

It is reported by the U. S. Geological Survey that at noon on December 22 the stage at McDonald Ferry was 12. 4, or a discharge of 37, 000 cfs. Several smaller streams emptying into the John Day

River between McDonald Ferry and Interstate Highway 80N may have crested at noon on the 22nd. If this were the case the flow at the bridge site could have reached its crest on that date. In any event, the pier went out as the result of a record flood.

A vivid description of what occurred at the time of the collapse is contained in a letter written by a person who was on the bridge when it went out, from which the following is quoted:

> "You may wonder why but may understand it when I tell you that we were on that damn bridge at John Day when it went out. When we were about 300' from the west abutment, a guy standing beside a camper yelled at me but I dident hear what he had said. I did slow up a bit but really wasnt too concerned because I have found that strange men are always wanting to talk to me, specially lady-like men. Anyway, the car ahead of us slowed down and stopped about 75' on the bridge and I pulled up behind him. I could see four cars on the westbound lane, one that had 3 flats and busted wheels, one with 2 flats and one with a dinged-up front and one standing back further but I didn't particularly look at that one. I thought that here is a "Grade A" wreck but called over to a fellow and asked the difficulty and he yells 'Get your car off this bridge because the thing has buckled and is going to drop into the river.' Me and the car ahead started to back up and I backed into a snow bank and the other car backed around us and we became Car #1. I drove up a bit then backed off the bridge, got out and walked across the westbound lane and down the bank to have a look-see. Twuz a mess. The span had lifted and that had been what had caused the smashed cars. I climbed back up and yelled to a lady that was out toward the center to get back but she didn't pay me no mind. She was looking at her husband who had been safe but had gone back to his (the 4th) car. Probably to try and drive it off. Just then the span gave away and neither the car nor the husband made it. Not especially pleasant to look at. In fact, it was quite a shock, you might say."

There are some disturbing elements in connection with this bridge failure. First, during construction the footing of Pier 3 was raised about 14 feet so that the pier which, according to approved plans, was to have been founded in solid rock was actually built on a sand and

gravel foundation. Second, it was found by the Resident Bridge Engineer that the floods of 1963 had caused the river bed to scour out around Pier 3 so that the northeast corner of the left footing was completely exposed down to or below the bottom of the footing.

It is now self-evident that a grievous error was made in raising the Pier 3 footing and not founding this pier in the underlying bedrock as provided for by the contract plans. However, this is hindsight, which is so often superior to foresight. It is therefore important that the circumstances that led to the decision making this change in plan be set forth and carefully considered in fairness to all parties concerned.

On January 29, 1962, the contractor advised the Resident Bridge Engineer concerning material suppliers, subcontractors and construction methods. In this letter he stated:

> "Our approach to the job will go something like this: first, we will build roadways and dikes out to our piers to give us access and working areas. We shall start excavation of all piers and while this excavation is taking place we shall drive piling in piers Nos. 1-4 and 5. We shall then clam out pier No. 3, place our steel frame for our cofferdam and begin to string and drive sheet piling. We intend to pour all shaft forms up to the one-strut first strut, then pour strut, bring the next lift of shaft forms up and pour the next strut and so forth until completion."

It was not long, however, before consideration was being given to raising footing elevations for Piers 4 and 5. On 30 January the State's Bridge Construction Engineer and the Contractor agreed to raise the Pier 5 footing from elevation 150 to 156. After driving steel foundation piling to bedrock the footings were concreted at the higher elevation on 5 March 1962.

It is of interest that the State's request for approval to the U. S. Army District Engineer was dated March 30 and his reply approving the change was dated 10 April 1962.

Other changes in footing elevations were subsequently made. In the case of Pier 2 the footings were lowered 6'-9" and 4'-3" respectively and in Pier 6 the footings were lowered 2.64' and 1.9' respectively.

These changes, although relatively minor in nature, are mentioned here to illustrate the manner in which changes in plan were handled and to show how it became possible to proceed with a major plan change at Pier 3 which affected the stability and safety of the structure without adequate consideration by responsible representatives of all of the agencies involved.

The contract between the Army and the State which covers the construction of the "John Day River Bridge" executed 20 October 1961 and approved by the Army's Acting Division Engineer 22 November 1961 contains specific provisions concerning preparation of plans and changes and alterations.

With regard to the detail plans, this contract states in Article 1-b that the plans and specifications shall conform with the basic engineering criteria issued by the Oregon State Highway Department. These criteria applicable to the foundations for the "John Day River Bridge" are contained in an Army document called Design Memorandum No. 7, Relocations on Oregon Shore, Volume 2 of 2 - 15 December 1959, and reads as follows under Article 3.01 in Section 3:

> "Subsurface conditions were investigated by pneumatic drill holes and churn drill borings - - - Basalt bedrock underlies the entire site varying from 0 to 70 feet below ground surface and is exposed on the west bank of the river. Overburden on the west side consists of 0 to 6 feet of wind-deposited silty fine sand overlying alluvial deposits of stratified sandy fine gravels, gravelly sands and sand. On the east side of the river the overburden in the narrow flood plain area consists of 15 to 30 feet of unconsolidated sandy clay underlain by relatively stable sands and gravels - - - Footings for the main piers will be founded either on bedrock or on steel piles driven to bedrock."

This statement shows that considerable study had been given to the foundation problem prior to the preparation of contract plans and certainly the conclusions were sound.

As a further safeguard against hasty changes in plan a provision governing changes or alterations is included in the contract between the Army and the State. This is set up under Article 1-c (page 4) of this contract. It reads as follows:

> "By mutual agreement in writing between the Contracting Officer and the State Highway Engineer, subject to approval by the Bureau of Public Roads, changes or alterations may be made - - - in the approved detailed plans and specifications described in the foregoing paragraphs of this Article 1. When the Contracting Officer and the State Highway Engineer shall agree in writing that supplemental plans or specifications are necessary for the best interests of the parties, supplemental plans or specifications consistent with the foregoing exhibits and criteria may be adopted."

On 2 October 1962 the State's Resident Bridge Engineer on the John Day River job called the State Bridge Construction Engineer in Salem advising that the Contractor and his attorney were on the job wanting to place concrete in the Pier 3 footings on gravel foundation about 14 feet above plan elevation. The Contractor claimed an impossible situation of excavating in cemented gravel.

The Bridge Construction Engineer arrived on the job the following day, 30 October. He reported his findings in a memorandum prepared some two months later, 7 December, attached hereto and marked Exhibit B, wherein he reported that the Contractor had experienced difficulty in excavating at a depth of 11 to 14 feet below streambed. He further stated that the material found at this level appeared satisfactory for the pier foundation provided underlying materials contain no soft or compressible layers. He also made the observation that "present elevations for the upstream and downstream shafts were well below any scour danger and in addition it would be only 2 or 3 years until this whole area would be covered by the John Day Dam pool."

The comment concerning scour danger is most interesting in light of both the preliminary and final boring data since the material found overlying the bedrock was reported as "gravelly sand" and "sandy gravel." (Exploration summary attached and marked Exhibit C.)

Check borings were made in both footings on 5, 6 and 8 October. It should be noted that these borings through the sand and gravel were "wash borings" so that "all material was washed and blown out of drill casing as tailings." From this type boring information it is difficult to justify the conclusion that there was no scour danger.

Upon completion of the check borings the Resident Bridge Engineer discussed with the Corps of Engineers, Walla Walla District Office, (10 October 1962) the proposal to raise the Pier 3 footings and

verbal approval was reported to have been obtained. (See Gallaher's memorandum to Merchant 18 October 1962 marked Exhibit D). Footings were concreted 10 and 11 October 1962.

On 16 October 1963 the Army's District Engineer wrote the State Highway Engineer requesting that the State submit for approval any changes or alterations that have been made to the plans and specifications for the John Day River Bridge contract. (Copy of letter attached and marked Exhibit E).

On 14 November 1963 the State responded (this letter is attached marked Exhibit F). It should be noted that all changes in plan due to bottom of footing elevation adjustments resulted in an estimated credit to the job account of only $8, 661. 00.

The Army District Engineer in his letter to the State Highway Engineer 17 January 1964 approved the changes in plan enumerated in the State's letter 14 November 1963 (letter attached and marked Exhibit G).

Bureau of Public Roads records relative to changes in plan of footing elevations are very limited at both Regional and Division Office levels. Concerning the case of Pier 3 there is no mention of the changes either in correspondence or in construction inspection reports prior to the actual placing of the footing concrete. The Division Bridge Engineer in Construction Inspection Report No. 9, 27 November 1962, reports the fact that the pier foundations were raised about 14 feet above approved plan elevations; that the pier as constructed was founded on compact sand and gravel, that this foundation material was adequate to carry design load and that there was no fear of scour.

The Bureau of Public Roads Final Inspection Report, Report No. 16, 23 September 1964, makes mention of a major quantity variation in structural excavation "caused by raising the footings at Piers 3, 4, and 6." (Insofar as the writer could determine the footing for Pier 4 was founded at plan elevation).

Although the raising of the footings of Pier No. 3 was a major change in plan, the change does not appear to have been submitted to the Bureau of Public Roads for approval. In discussing this with the State's engineers they thought it had been discussed verbally with the

Bureau's Division Bridge Engineer, however, he has no record of, nor recollection of such discussion. Regardless of what was or was not said, the change was acknowledged by the Bureau engineers and no objection made as the project was accepted.

The Bureau's construction inspection reports Nos. 9 and 16 (final report) are attached and marked Exhibits H and I respectively.

Restoration of Structure

On 6 January 1965 the State Highway Engineer advised the Army's District Engineer that the Christmas week storm had inflicted severe damage to the John Day River Bridge. The Army's approval of plans and specifications prepared by the State for the restoration of the structure was requested in accordance with the terms of the contract between the Army and State for the construction of the project. This request for approval was "made on the premise that the damage was an extraordinary damage," and that repair and restoration came under the five-year maintenance clause of the contract. (The State's letter 6 January is attached marked Exhibit K).

The Army's District Engineer replied to State's communication under date of 8 January to the effect that the provisions of the Contract are not considered to include Government res ponsibility for damage due to unusual events, such as severe flooding. Also that "any damages due to natural conditions beyond the control of the highway department, solely occurring due to the location of the highway are considered to be consequential and therefore are not reimbursable under the Contract. Concerning the State's request for approval of plans for the repairs the District Engineer advised:

> "It is noted that the repairs you propose to the structure should rebuild the bridge to the original design, with Pier 3 founded on rock. Without prejudice to my position denying pecuniary liability of the Government for rehabilitation of the structure, but in recognition that Article 8, Deferred Construction, of the referenced Contract may apply to future extraordinary damages to the repaired structure, I approve the plans for repair."

(The District Engineer's letter of 8 January 1965 is attached marked Exhibit L).

The State Highway Department has prepared plans and specifications for the restoration of the bridge. Advertisement for bids to be received 26 January 1965 was published 12 January. In addition to removing and replacing the collapsed Pier 3 and the two 200-foot steel deck truss spans, repairs will have to be made to Piers 2 and 4 which suffered some damage as the steel spans were pulled from them when Pier 3 collapsed. The new Pier 3 will be founded in the bedrock.

The State Bridge Engineer estimates that the cost of the repair work will be about $760,000.00 and require about six months to complete.

CONCLUSIONS

The John Day River Bridge failure during the Oregon Christmas flood was the result of a series of circumstances.

(1) Pier 3 toppled over as a result of severe underscouring of its foundation during a record flood of unprecedented height, volume and velocity.

(2) Pier 3 was founded on a compact sand and gravel foundation believed by the Engineers in charge of the construction to be capable of supporting the bridge loading and sufficiently solid to resist scour from flood waters.

(3) Although the contract plans provided for founding Pier 3 in bedrock; when difficulty was encountered by the contractor in excavating the compact sand and gravel the engineers in charge of the construction did raise the footing elevations. It was their best judgment at the time that this was a proper solution to their problem. Certainly this decision did expedite the completion of the pier and the project. Subsequent events have made it evident that their judgment was not good and that a grievous error was made.

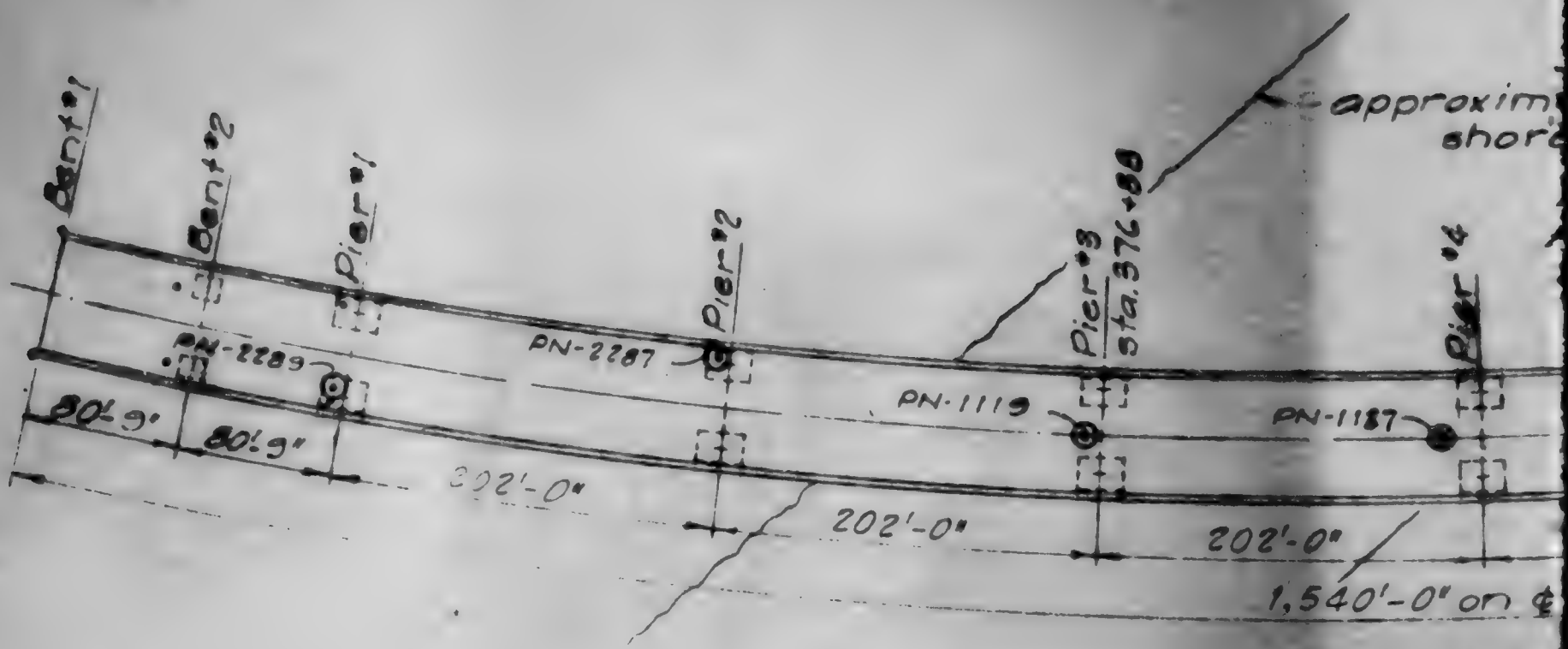
(4) The construction method used by the contractor contributed to the failure. The area occupied by the Pier 3 footing was pre-excavated to about the elevation at which the pier was finally founded. Thus the backfill around the footing was loose river bed material very susceptible to erosion even at relatively moderate streamflow. This was made evident after the 1963 high water when the Resident Bridge Engineer found that there was scour down to or below the bottom of the footing at the northeast corner of the left footing. Although the contractor did subsequently place rock fill

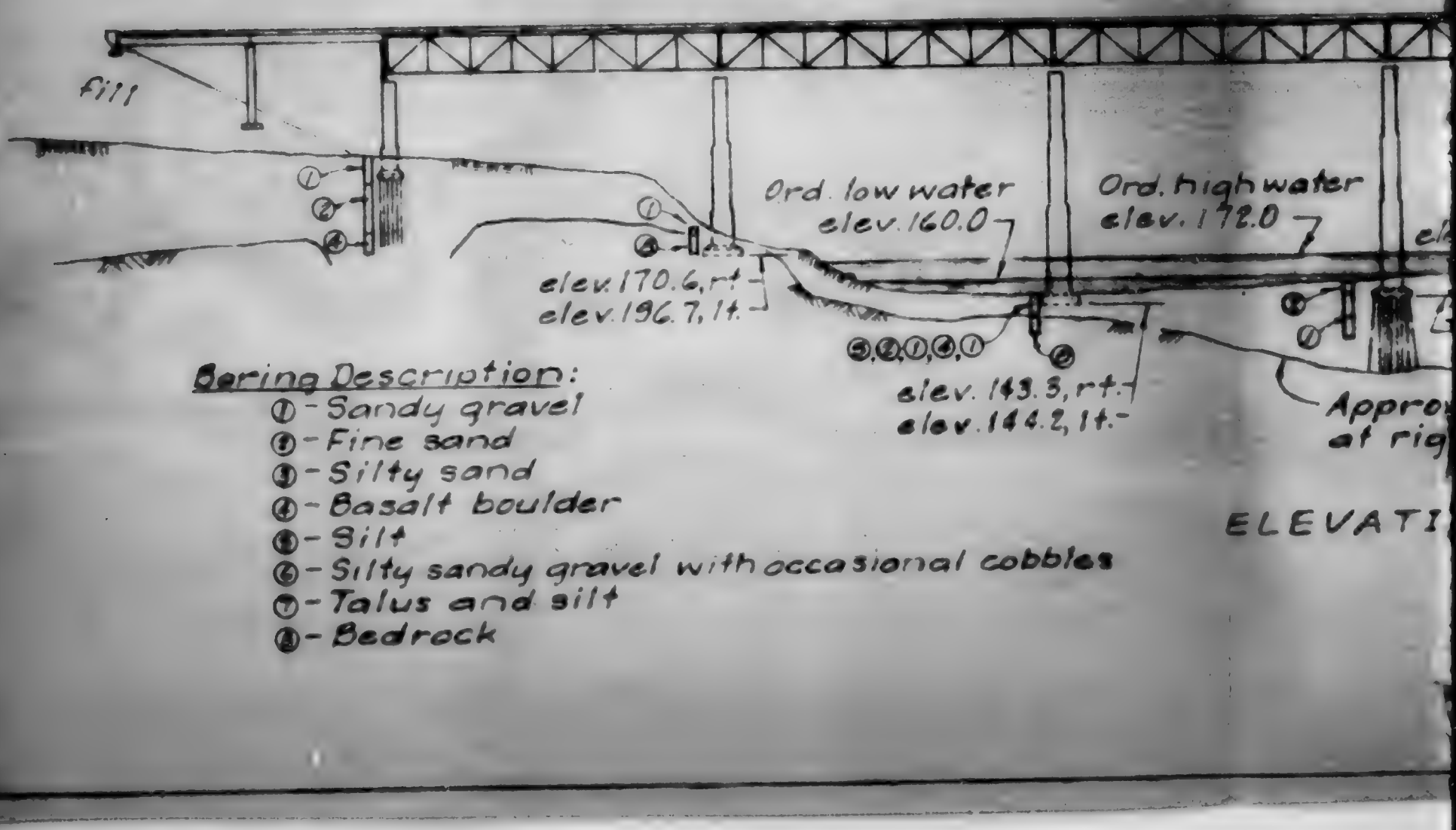
around the exposed footing, the size of the rock used and the quantity placed was so small as to be ineffective in the "1964 Christmas Flood."

(5) It is also evident that in arriving at the decision to raise the elevation of the pier footing above the bedrock the engineers were influenced to a large extent by the fact that this bridge was being built to span a part of the reservoir pool of the John Day Dam, then under construction. It was anticipated that the dam would be completed within a period of a few years and once the waters behind the dam were impounded to about normal pool stage, future floods in the John Day River would not cause flows through the bridge having scouring velocities at the piers.

(6) The one thing not appreciated at the time was the vulnerable position of Pier 3 in the river channel. This pier is skewed sharply to the natural channel so that it forms a formidable obstruction to incite scour at even moderate flood stages. Also, it should be mentioned that since the bridge piers were designed to stand in a reservoir pool their hydraulic properties were poor. The designers had placed dependence for the stability of the structure during those periods of flood occurring prior to the establishment of the John Day Dam pool upon pier foundations in solid bedrock or piling driven to bedrock. Pier 3 was the only pier not so constructed.

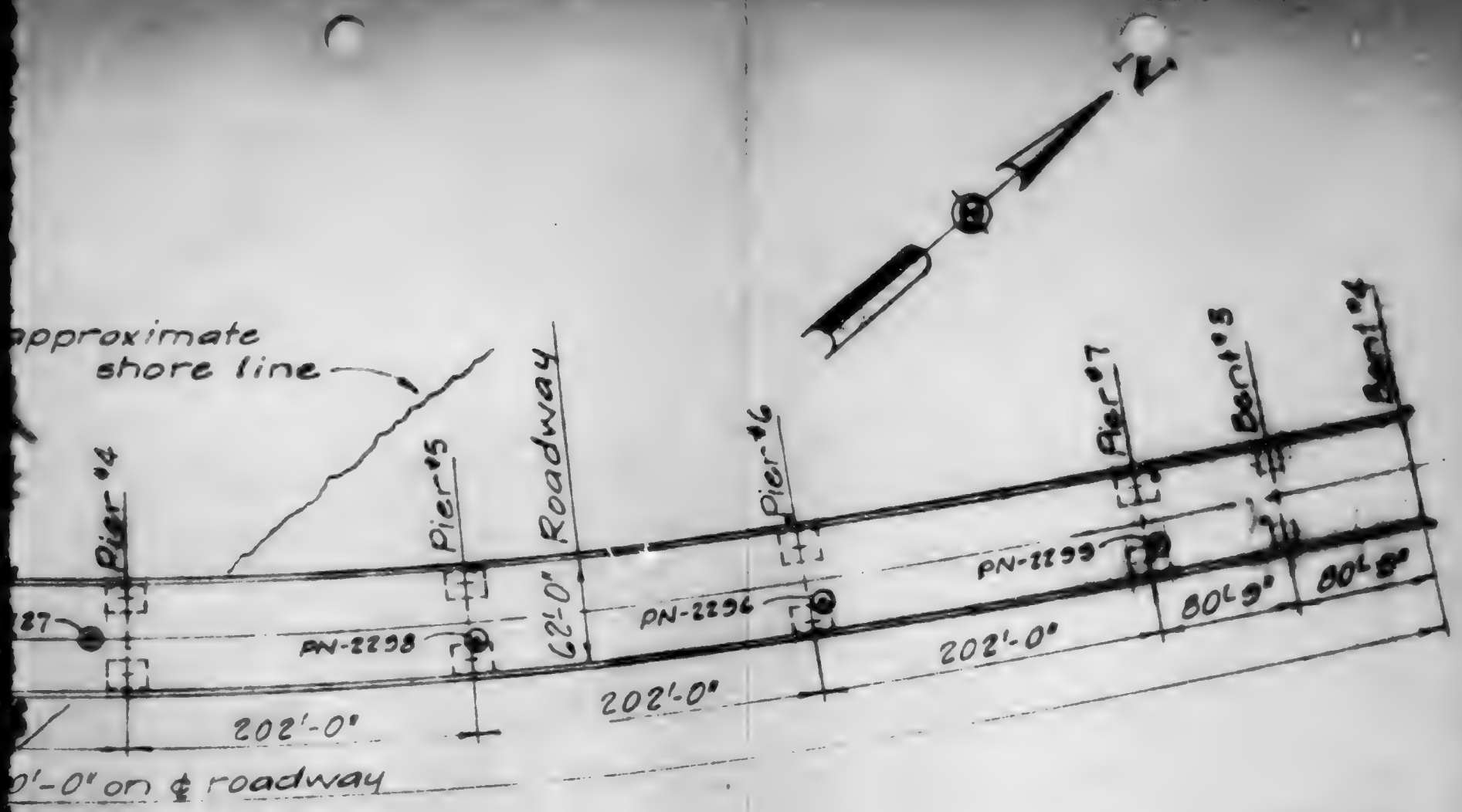
E. L. Erickson
Chief, Bridge Division
Office of Engineering
and Operations



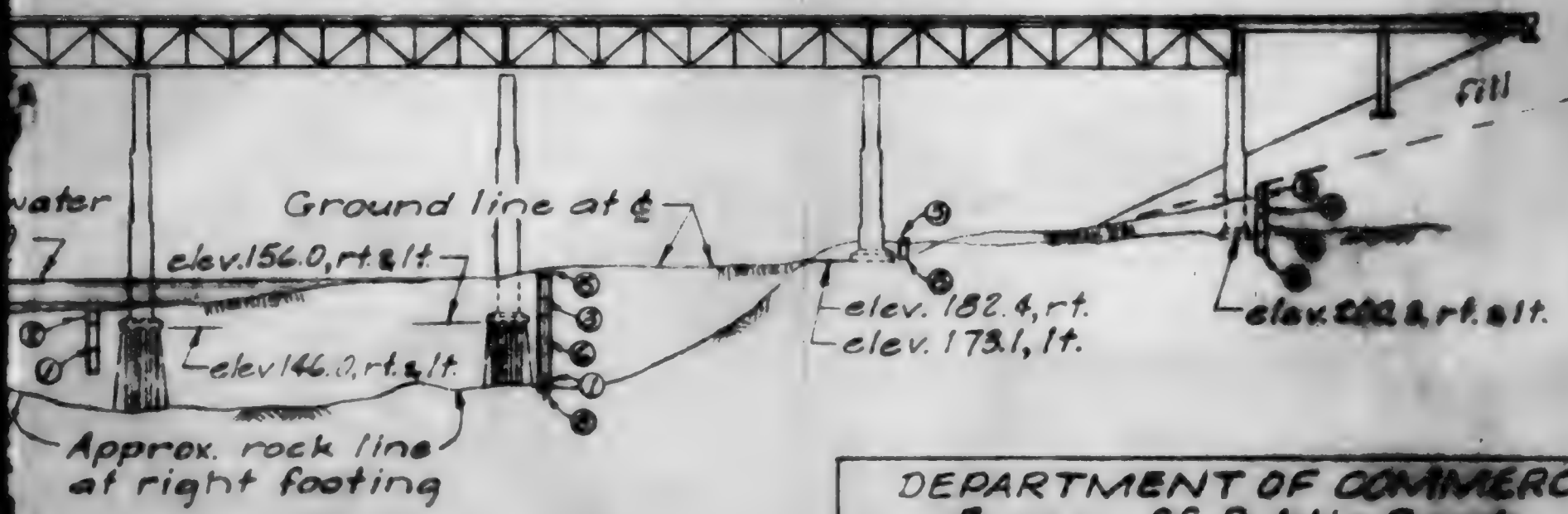


Boring Description:

① - Sandy gravel
② - Fine sand
③ - Silty sand
④ - Basalt boulder
⑤ - Silt
⑥ - Silty sandy gravel with occasional cobbles
⑦ - Talus and silt
⑧ - Bedrock



PLAN

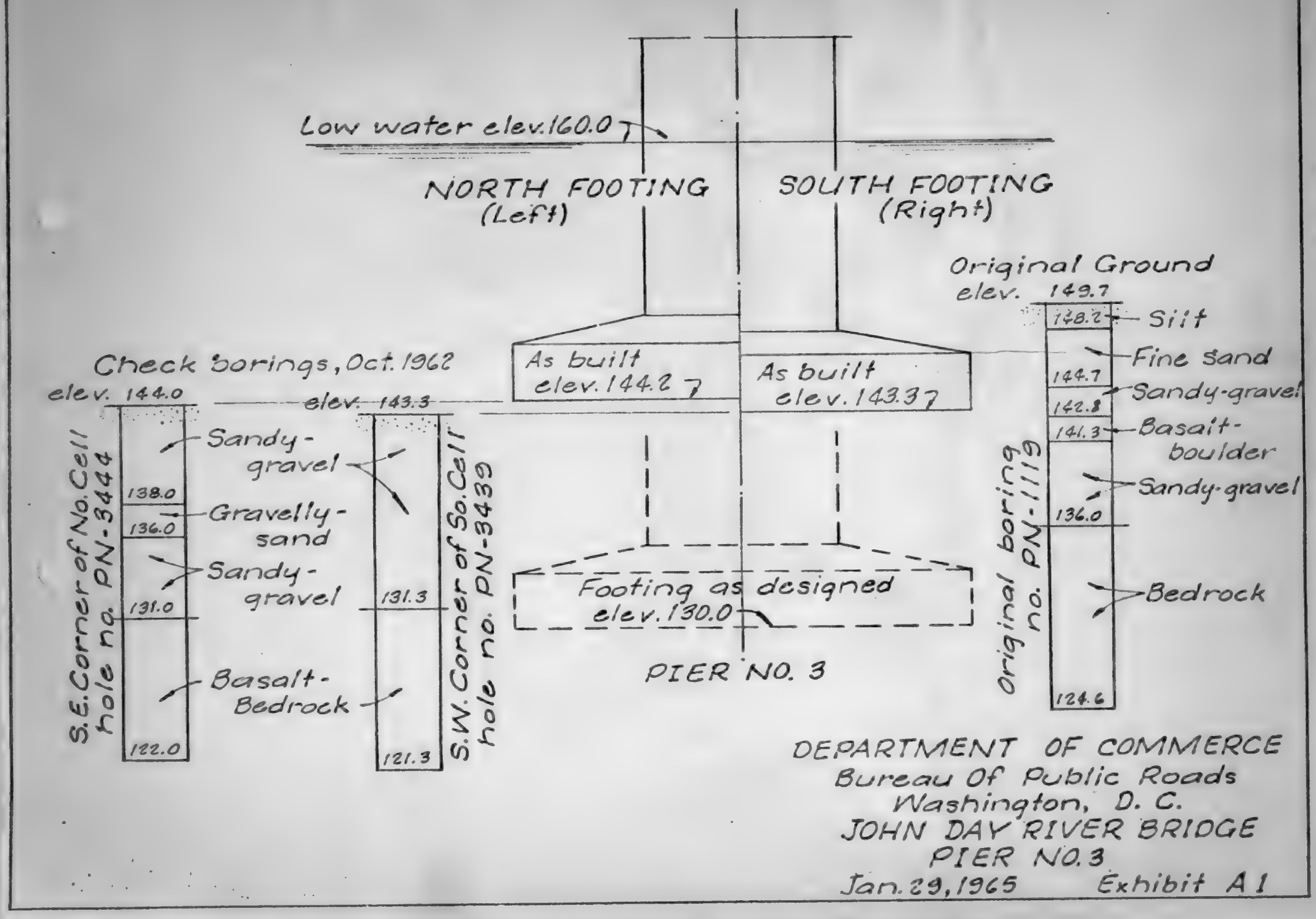

Ground line at ℄
elev. 156.0, rt. & lt.
elev 146.0, rt. & lt.
Approx. rock line at right footing
elev. 182.4, rt.
elev. 173.1, lt.
fill
elev. 202.8, rt. & lt.

EVATION

DEPARTMENT OF COMMERCE
Bureau Of Public Roads
Washington, D. C.

JOHN DAY RIVER BRIDGE
Columbia River Highway
Sherman-Gilliam Co., Oregon

Jan. 26, 1965 Exhibit A



DEPARTMENT OF COMMERCE
Bureau Of Public Roads
Washington, D. C.
JOHN DAY RIVER BRIDGE
PIER NO. 3
Jan. 29, 1965 Exhibit A1

EXPLORATION SUMMARY

INSPECTOR Churchill

AREA Arlington, Oregon PROJECT U. P. Relocation TYPE EXPLORATION Pneumatic Ham

LOCATION OF HOLE	HOLE NO.	SAMPLE NO.	ELEV. O.G.	STRATUM FROM-TO	DESCRIPTION OF MATER CLASSIFICATION	PROPORTIONS	SYMBOL	SIZE SAND	SIZE
Sta. Pier 3 I8ON	PN-3438		143	0' - 12'	Sandy gravel				
S.E. Cor. of So. Cell				12' - 17'	Basalt bedrock				
John Day River									
Sta. Pier 3 I8ON	PN-3439		143.3	0' - 12'	Sandy gravel				
S.W. Cor. of So. Cell				12' - 22'	Basalt bedrock				
John Day River									
Sta. Pier 3 I8ON	PN-3440		143.2	0' - 7'	Sandy gravel				
N.W. Cor. of So. Cell				7' - 10'	Gravelly sand				
John Day River				10' - 15'	Basalt rock				
Sta. Pier 3 I8ON	PN-3441		143.2	0' - 10'	Sandy gravel				
N.E. Cor. of So. Cell				10' - 17'	Basalt Bedrock				
John Day River									
Sta. Pier 3 I8ON	PN-3442		144.6	0' - 5'	Sandy gravel w/cobbles				
N.E. Cor. of No. Cell				5' - 13'	Sandy gravel				
John Day River				13' - 19'	Basalt bedrock				
Sta. Pier 3 I8ON	PN-3443		144.6	0' - 6'	Sandy gravel				
S.W. Cor. of No. Cell				6' - 8'	Gravelly sand				
John Day River				8' - 10'	Sandy gravel				
				10' - 14'	Basalt bedrock				
Sta. Pier 3 I8ON	PN-3444		144.0	0' - 6'	Sandy gravel				
S.E. Cor. of No. Cell				6' - 8'	Gravelly sand				
John Day River				8' - 13'	Sandy gravel				
				13' - 22'	Basalt bedrock				
Sta. Pier 3 I8ON	PN-3445		144.5	0' - 3'	Sandy gravel				
N.W. Cor. of No. Cell				3' - 7'	Gravelly sand				
John Day River				7' - 13'	Gravelly sand w/trace of silt				
				13' - 18'	Basalt bedrock				

EXPLORATION SUMMARY

EXHIBIT C

SHEET 1 OF 3

on _____ TYPE EXPLORATION Pneumatic Hammer DIAM. HOLE BX DATE 8 Oct - 6 Dec 62

DESCRIPTION OF MATERIALS								REMARKS
IFICATION	PROPORTIONS	SYMBOL	SIZE SAND	SIZE GRAV.	MOISTURE	COMPACTION	COLOR	Elev. Top of Bedrock
ravel								
edrock								At 12' (131)
gravel								
bedrock								At 12' (131.3)
gravel								
y sand								
rock								At 10' (133.2)
gravel								
Bedrock								At 10' (133.2)
gravel w/cobbles								
ravel								
bedrock								At 13' (131.6)
gravel								
ly sand								
gravel								
bedrock								At 10' (134.2)
gravel								
ly sand								
gravel								At 13' (131.0)
t bedrock								
gravel								
ly sand								
ly sand w/trace of silt								
t bedrock								At 13' (131.5)

EXHIBIT G

17 January 1964

NPWCO-CA

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

Receipt is acknowledged of your letter dated 14 November 1963, wherein you enumerated the various changes that were required under State of Oregon Contract No. 6104, John Day River Bridge.

I hereby approve the changes as described in the afore-mentioned letter in accordance with Article 1c. I feel, however, that it would be appropriate at this time to establish cost responsibility for these changes. By my letter to you dated 10 December 1961, the allocation of costs for the original contract work was established. In this regard, the Government's share of the bridge costs (Items 1 - 14) amounted to 53.58 percent. By applying this figure to the cost of the miscellaneous revision to excavation, concrete, and reinforcing steel, as listed in your letter of 14 November 1963, it is determined that the credit to the Government would be $4,640.56, while the State of Oregon's credit share would be $4,020.44. By applying the same percentage to Price Agreement No. 2 for additional expansion joints, it is found that the cost to the Government will be $259.33 and the Cost to the State $224.67. The entire cost of Extra Work Order No. 2 for the concrete approach slab would be chargeable to the State in accordance with Article 5.c.4. of our agreement contract, which places the cost of the interchange on the State. The entire cost of Extra Work Order No. 1, for temporary signing, and Price Agreement No. 4, for extra costs incurred by opening bridge earlier than contemplated, would be the Government's obligation in accordance with Article 5.b.3.(2), (3), and (4) of the agreement.

Your concurrence in the above division of responsibility of costs for the required revisions is requested.

In response to your inquiry of 24 September 1963, I have no objection to your proposal that you make the final payment for work accomplished under your Contract No. 6014.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

EXHIBIT F

November 14, 1963

U. S. Army Engineer District, Walla Walla
Building 602
City-County Airport
Walla Walla, Washington

Attention: Col. J. H. Beddow, CE
Contracting Officer

Gentlemen:

Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway
Facilities, John Day Lock and Dam
Letter 10 October 1963

Plan changes- final construction over original or bidding plans- made on Oregon Contract No. 6014, John Day River Bridge are as follows:

Item No.	Item	Cost
1	Bottom of footing elevation adjustments to suit foundation conditions.	

Refer Drawing 16359 (Plate 11) Pier 2
Rt. footing lowered 6.9'
Lt. footing lowered 4.3'

Refer Drawing 16358 (Plate 10) Pier 3
Rt. footing raised 13.3'
Lt. footing raised 14.2'

Refer Drawing 16359 (Plate 11) Pier 5
Rt. footing raised 6.0'
Lt. footing raised 6.0'

Refer Drawing 16359 (Plate 11) Pier 6
Rt. footing lowered 2.64'
Lt. footing lowered 1.90'

Refer Drawing 16357 (Plate 9) Pier 7
Rt. footing raised 0.25'
Lt. footing raised 0.25'

(EXHIBIT F - continued)

Item No.	Item	Cost
2	Refer letter to Mercer Steel Company, 2 August 1963 and sketch (copies attached) Reinforcing steel added to truss pads, account omission of same on original project plans.	
3	Refer Drawing 16356 (Plate 8) Revise deck joint Detail A to Detail shown on Drawing A-8 attached to Drawing 16356.	
	All of above considered to be adjustment of plans to suit construction conditions encountered in field. Payments to contractor adjusted on unit prices stated in contract. Estimated credit to job account of above adjustments:	
	Excavation -3776 Concrete -3565 Metal Reinforcing -1320	$-8,661.00
4	Refer order for Extra Work No. 1 (Copy attached) Temporary signing	+ 122.41
5	Refer Order for Extra Work No. 2 (Copy attached) Add reinforced concrete approach slab at West John Day Interchange	+3,062.21
6	Refer Price Agreement No. 1 (Copy attached) Change method of measurement for Contract Item 31	N/C
7	Refer Price Agreement No. 2 (Copy attached) Construct expansion joints, inadvertently omitted from original design drawings and bidding plans	484.00
8	Refer Price Agreement No. 3 (Copy attached) Change type of paint for structural steel	N/C
9	Refer Price Agreement No. 4 (Copy attached) Compensate contractor for extra cost to construction activities occasioned by opening structure to traffic prior to expiration of work day allotment	4,196.71

Major changes or additions, Items 5 and 9 above were discussed with members of your staff prior to acceptance of the work. All other items considered to be minor adjustments in plans and specifications to suit conditions encountered in construction of the work.

A final financial statement on the project cannot be made at the present time. An estimated final cost is as follows:

Original Authorization	$2,542,832.00
Estimated Contract Cost corrected to date	2,405,850.00
Contract work performed to date (estimated)	2,405,850.00
Engineering authorized	194,666.00
Engineering performed to date (estimated)	93,000.00

I am enclosing a set of project plans corrected to show most of the changes outlined herein.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG: jm
Attachments

EXHIBIT B

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

SALEM, OREGON

December 7, 1962

SUBJECT: John Day River Bridge
Bridge No. 108A

To: MEMO TO THE FILES:

On the afternoon of October 2, 1962, I took a call from Don Gallaher concerning the excavation work for Pier no. 3. The contractor was very disturbed concerning the difficulty in excavation. Don, who was calling from the contractor's office, handed the phone over to Otis Jordan (one of the partners of Pacific Concrete Co.) and he talked at length on the supposedly impossible situation of excavating in cemented gravel. I said I would be on the job tomorrow at 10.

Work done on Pier 3, the river pier, to the present time consisted as follows: Contractor had gloryholed the river bottom using a 3 ton clam shell made especially for tough going. This gloryholing had been stopped some 10 to 14 feet above the rock elevation shown on the plan. Unable to excavate further it was thought by the contractor that they were on a rock formation.

The crib frames were then set in position and steel sheets placed. Backfill taken from adjacent area (not the excavated material) was placed all around the crib. However, it was found that the steel sheets could be driven into this so called "rock" formation. Excavation had been proceeding at a very slow rate in both footings and was now 11 to 14 feet below the river bed. The downstream excavation was at a higher elevation than the upstream. It was also a little more compact with many large rocks being encountered in the northwest corner. Excavation was being done by pumpting the cribs "dry" (the material had just enough fines to seal off most of the water so that a 6" pump could handle it) and then slucing the gravel with a fire hose to loosen it.

On arriving at the job, I found what I would call a tightly compacted river sand and gravel rather than the semi-cemented material described by the contractor. I told the contractors, Mr. Jordan and Mr. Glidden, I thought they were unduly disturbed and were expecting a much too easy show for this type of work. Mr. Jordan (this was his first on-the-job contact with this work) agreed with me that Mr. Glidden, who runs the field work, was overly concerned.

However, these footings, although they were intended to found on bed rock, were designed for 3.8 tons per square foot. The contractor thought we should stop at these elevations. I told Mr. Jordan and Mr. Glidden that it was my belief also that the present material was more than adequate for 3.8 tons

and therefore, suitable for founding the footings provided it could be determined by drilling (possibly by using the Army Engineer's rig) that the same material extended on down to bedrock with no soft or compressible layers.

If the drilling substantiated this, then it would serve no purpose to force the contractor into a costly and time consuming operation. The pier would serve its purpose just as well whether it was founded in the gravel above the rock or directly on the rock. Besides there would be a considerable savings to the State for decreased quantities of structural excavation, class "A" concrete and reinforcing steel. The present elevations for the upstream and downstream shafts were well below any scour danger and in addition it would be only 2 or 3 years until this whole area would be covered by the John Day Dam pool.

I said I would verify this possible procedure with Mr. Merchant tomorrow morning upon returning to Salem as Mr. Merchant would be away from his office until then. In the meantime there was still considerable work to be done in leveling up the bottom of the cofferdams.

The following morning, October 4, this matter was discussed with Mr. Merchant by myself and also Mr. Jordan who had showed up unexpectedly at the Salem office. Mr. Merchant called Mr. Hansens of the Army Engineers and arrangements were made to bring in their drill rig with the idea of drilling a hole near each corner of each cofferdam.

At this time it was agreed that the contractor at his option, would be permitted to level up the bottom of the excavations by use of extra concrete rather than by excavating the area level, the additional concrete to be at the contractor's expense. The contractor would also assist by doing whatever leveling and grading would be required around the cofferdams or any other work required for the performance of the drill rig.

Subsequent drilling on Oct. 5, 6 and 8 by an "air drill mounted on a D-4 Cat" (4 holes in each footing) substantiated the fact that the compact sand and gravel formation did continue on down to rock with no soft layers encountered. On this basis, the footings were founded on the compacted sand and gravel formation rather than the rock formation below.

It is interesting to note that by founding on the gravel (although this was not a consideration in the disposition of this problem) a serious controversy and possible claim by the contractor was avoided. The plans showed a level rock elevation at approximately 136 and the contractor had ordered his steel sheets accordingly. The above mentioned drilling indicated a rock elevation at 131 to 133.

/s/
L. R. Allen
Bridge Construction Eng.

LRA:dl
cc: Don Gallaher
Dave Glenn
Dean Swift
BPR

Form PR-33A (Rev. 5-60)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

EXHIBIT H

INTERMEDIATE CONSTRUCTION INSPECTION REPORT

(PPM 20-6.1)

Region No.	Report No.	County	State
8	9	Gilliam& Sherman	Oregon

Date of inspection	Inspection made by	Project No.
11-27-62	Roy Tokerud, Division Bridge Engineer	I-80N-3(26)112 I-80N-4(5)112

In company with
R. Stephenson, Reg. Bridge Engr., I. Merchant, I. Allen & Don Gallaher, S. H. D.

Quality of work	Progress of work	Time elapsed	Work completed	Est. compl. end of month
Satisfactory	Satisfactory	55 %	46 %	47 %

Remarks: (1) Completed work; (2) Work in progress; (3) Comments and recommendations

JOHN DAY RIVER BRIDGE SECTION

(1) John Day River Bridge:
All bents and piers completed except piers# 3 and 4.
Pier 3 poured to the top of strut B.
Pier 4 poured up to the bottom of strut A.

West John Day Interchange Structure:
All concrete of rigid frame and footings of wing walls poured.

Grading items - 99% complete.

(2) Removing steel column forms at Pier 4, finishing columns at Pier 7 and cleaning up at Bent 3 on the John Day River Bridge. Bethlehem Steel Co. crew and equipment moving on to job in preparation for steel erection.

(3) The footing at Pier 3 was founded on compact sand and gravel at elevation 144, which is 14' higher than the plan elevation for this pier. The contractor had a good deal of difficulty both with his excavation and coffer-dam at this pier. After many delays the State arranged with the Corps of Engineers for the Corps to drill a test hole at each corner of the footing. These showed compact or cemented sand and gravel extending down to solid rock at about elevation 133. Since the sand and gravel material was adequate to carry the design load of 3.8 tons per square foot and since there was no fear of scour at the higher elevation, the footing was poured at elevation 144 instead of being carried down to solid rock as indicated on the design plans.

Steel girders are scheduled to begin arriving on the project tomorrow. These are being fabricated at the Bethlehem plant in Seattle, then shipped by rail to Portland and trucked the 130 miles to the job site.

Material reports have been reviewed and found to be satisfactory. Curb and parapet dimensions on the rigid frame structure were checked and found to comply with the plans.

Myron Clemens, an oiler earning $3.57 per hour, was interviewed and found to be receiving wages in compliance with the specifications.

EDITION OF 1-59 MAY BE USED

OREGON STATE HIGHWAY DEPARTMENT	TO: Mr. I. D. Merchant Attention: Mr. Ted Roake
SUBJECT: Final Footing Elevations, Pier 3, John Day River Bridge # 108A	FROM: D. W. Gallaher
DATE: October 9, 1962	

Final Footing Elevations for the bottom of footings at Pier 3 have been determined in the field to be:

Rt. Footing 143.3
Lt. Footing 144.2

/s/ D. W. Gallaher
(SIGNATURE)

FORM PR-33A (2) (12-68) cc: OSHD(L P Sh
OSHD(Bridge Div)
Region - WASH DC
Grafe, Area Engr and

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

EXHIBIT I

FINAL REPORT
(PPM 20-6.1)
FINAL CONSTRUCTION INSPECTION REPORT

REGION NO.	REPORT NO.	COUNTY	DIVISION
8	16	Gilliam & Sherman	Oregon
DATE OF REPORT	REPORT MADE BY		PROJECT NO. I-80N-3(26)112 I-80N-4(5)112
9-23-64	R. W. Pillsbury, Bridge Engineer		
COMPLETION DATE	ACCEPTANCE DATE BY CONTRACTING AGENCY	TIME ELAPSED	APPROVED EXTENSION(S)
9-20-63	1-30-64	100%	15 days
CONTRACT TIME	LOCATION		
300 work days	See below		

The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.

A copy of the State's materials certificate is attached to the Division office copy of this report.

All applicable contract requirements relative to wage rates, payroll submissions, and labor provisions have been met.

There is compliance with Section 1.23 of the Regulations pertaining to encroachment on the right-of-way.

Other remarks:

JOHN DAY RIVER BRIDGE SECTION

Project is on new alignment of Interstate 80N about 5 miles east of Rufus. Project I80N-3(26)112 provides for construction of the West John Day River Interchange Structure and incidental grading connected therewith. The structure is a rigid frame with a clear span of 33 feet. Project limits are stations 359+43 to 359+87. Project I80N-4(5)112 begins at Sta 371+20, westerly end of the John Day River Bridge, and ends at Sta 400+00, approximately 0.25 mile easterly of the easterly end of the same bridge to be constructed as the principal feature of the project. The structure has six deck truss main spans with welded plate girder approach spans.

Acceptance of this project had been delayed because the deck of the John Day River Bridge was considered as being outside of acceptable smoothness tolerances. During the past nine months the deck trusses have lost some camber and with some grinding of high spots the bridge deck is considered to be acceptably smooth. Measurements of the deck indicate that it is now substantially within the specified smoothness limits, and no additional action is economically justifiable nor required.

The final cost of this project is $2,409,853 or a 1% underrun. The contractor used 315 days to complete the project. The contract time

The project has been completed in substantial conformity with the approved plans and specifications, including authorized changes and extra work.

Acceptance of the project is recommended.

_____
Area Engineer

Project Accepted _____
Date

_____
Division Engineer

of 300 days was extended by an additional 15 days because the contractor was required to open the structure to traffic before it was completed and accepted. This extension was approved by the Bureau on November 4, 1963 and granted by the State on November 22, 1963.

The only major quantity variations were of the structural excavation item which underran 40% and the metal drain pipe which underran 48%. The former was caused by raising the footings at Piers 3, 4, and 6. The latter was caused by stopping the drains at the pool elevation instead of the ground line as shown.

Not mentioned in previous reports is Extra Work Order No. 2, which provides for construction of a concrete approach slab at the West John Day Interchange Structure. The slab was required to prevent settling of a wedge-shaped rock backfill between the west abutment of the structure and the rock cut face. The order has been approved by this office for the estimated amount of $3000.

Materials reports have been reviewed and found to substantially comply with the governing specifications. Record sample results indicate that the job control test results are representative of the materials incorporated in the work. Dimensional checks were periodically made, as reported in previous reports.

(22)

Exhibit D

108A

FORM B-301—50M—2-59—15160

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

.....Arlington, Oregon.....
.....October 19, 1962.....

SUBJECT: John Day River Bridge No. 108A
Contract No. 6014
Pier # 3

To: Mr. I. D. Merchant
Bridge Engineer
Salem, Oregon

Footing material exploration notes for Pier 3 of the subject project are enclosed, as per your instructions. No soft or significantly silty material was encountered by this Corps. of Engineer's drill crew in probing lying material to bed-rock.

It should be noted that at hole No. 2 on the right footing, a void was encountered within the bed-rock formation. This helps point out the nature of this seamed basalt formation.

Bed-rock was found to be at the average elevation of 132.5 for the right footing and 132.4 for the left footing. Location of the wooden cofferdam ring struts prevented drilling closer to the footing corners, as the D-4 cat and air drill was actually lowered into each cell. Drilling was conducted on the 5th, 6th, and 8th of October, 1962.

Footing material consists of compacted sand and gravel, with a scattering of suspended basalt boulders in the left footing only.

A copy of this drill log and complete report of our operation is being submitted by the Foundation Investigation Section of the Corps. of Engineers. Also, telephone approval of this sand and gravel material as our footing foundation has been received from Mr. Curt Hansens of the Corps Walla Walla office.

Footings have now been poured and shaft construction is underway.

D. W. Gallaher

D. W. Gallaher, Res. Br. Eng'r.

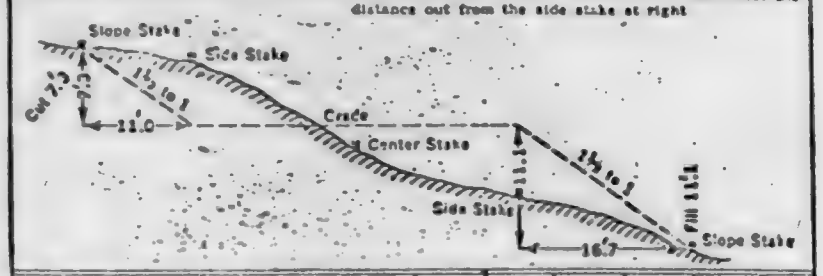
cc: Mr. Dean Swift
Mr. L. R. Allen
Bureau of Public Roads
Corps of Engineers

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM OCT 19 1962 PM
7,8,9,10,11,12,1,2,3,4,5,6

I. D. MERCHANT

DISTANCES FROM SIDE STAKES FOR CROSS-SECTIONING
Roadway of any Width. Side Slopes 1½ to 1.

In the figure below; opposite 7 under "Cut or Fill" and under .3 read 11.0, the distance out from the side stake at left. Also, opposite 11 under "Cut or Fill" and under .1 read 16.7, the distance out from the side stake at right



Cut or Fill	0	.1	.2	.3	.4	.5	.6	.7	.8	.9	Cut or Fill
	Distance cut from Side or Shoulder Stake										
0	0.0	0.2	0.3	0.5	0.6	0.8	0.9	1.1	1.2	1.4	0
1	1..	1.7	1.8	2.0	2.1	2.3	2.4	2.6	2.7	2.9	1
2	3.0	3.2	3.3	3.5	3.6	3.8	3.9	4.1	4.2	4.4	2
3	4.5	4.7	4.8	5.0	5.1	5.3	5.4	5.6	5.7	5.9	3
4	6.0	6.2	6.3	6.5	6.6	6.8	6.9	7.1	7.2	7.4	4
5	7.5	7.7	7.8	8.0	8.1	8.3	8.4	8.6	8.7	8.9	5
6	9.0	9.2	9.3	9.5	9.6	9.8	9.9	10.1	10.2	10.4	6
7	10.5	10.7	10.8	11.0	11.1	11.3	11.4	11.6	11.7	11.9	7
8	12.0	12.2	12.3	12.5	12.6	12.8	12.9	13.1	13.2	13.4	8
9	13.5	13.7	13.8	14.0	14.1	14.3	14.4	14.6	14.7	14.9	9
10	15.0	15.2	15.3	15.5	15.6	15.8	15.9	16.1	16.2	16.4	10
11	16.5	16.7	16.3	17.0	17.1	17.3	17.4	17.6	17.7	17.9	11
12	18.0	18.2	18.3	18.5	18.6	18.8	18.9	19.1	19.2	19.4	12
13	19.5	19.7	19.8	20.0	20.1	20.3	20.4	20.6	20.7	20.9	13
14	21.0	21.2	21.3	21.5	21.6	21.8	21.9	22.1	22.2	22.4	14
15	22.5	22.7	22.8	23.0	23.1	23.3	23.4	23.6	23.7	23.9	15
16	24.0	24.2	24.3	24.5	24.6	24.8	24.9	25.1	25.2	25.4	16
17	25.5	25.7	25.8	26.0	26.1	26.3	26.4	26.6	26.7	26.9	17
18	27.0	27.2	27.3	27.5	27.6	27.8	27.9	28.1	28.2	28.4	18
19	28.5	28.7	28.8	29.0	29.1	29.3	29.4	29.6	29.7	29.9	19
20	30.0	30.2	30.3	30.5	30.6	30.8	30.9	31.1	31.2	31.4	20
21	31.5	31.7	31.8	32.0	32.1	32.3	32.4	32.6	32.7	32.9	21
22	33.0	33.2	33.3	33.5	33.6	33.8	33.9	34.1	34.2	34.4	22
23	34.5	34.7	34.8	35.0	35.1	35.3	35.4	35.6	35.7	35.9	23
24	36.0	36.2	36.3	36.5	36.6	36.8	36.9	37.1	37.2	37.4	24
25	37.5	37.7	37.8	38.0	38.1	38.3	38.4	38.6	38.7	38.9	25
26	39.0	39.2	39.3	39.5	39.6	39.8	39.9	40.1	40.2	40.4	26
27	40.5	40.7	40.8	41.0	41.1	41.3	41.4	41.6	41.7	41.9	27
28	42.0	42.2	42.3	42.5	42.6	42.8	42.9	43.1	43.2	43.4	28
29	43.5	43.7	43.8	44.0	44.1	44.3	44.4	44.6	44.7	44.9	29
30	45.0	45.2	45.3	45.5	45.6	45.8	45.9	46.1	46.2	46.4	30
31	46.5	46.7	46.8	47.0	47.1	47.3	47.4	47.6	47.7	47.9	31
32	48.0	48.2	48.3	48.5	48.6	48.8	48.9	49.1	49.2	49.4	32
33	49.5	49.7	49.8	50.0	50.1	50.3	50.4	50.6	50.7	50.9	33
34	51.0	51.2	51.3	51.5	51.6	51.8	51.9	52.1	52.2	52.4	34
35	52.5	52.7	52.8	53.0	53.1	53.3	53.4	53.6	53.7	53.9	35
36	54.0	54.2	54.3	54.5	54.6	54.8	54.9	55.1	55.2	55.4	36
37	55.5	55.7	55.8	56.0	56.1	56.3	56.4	56.6	56.7	56.9	37
38	57.0	57.2	57.3	57.5	57.6	57.8	57.9	58.1	58.2	58.4	38
39	58.5	58.7	58.8	59.0	59.1	59.3	59.4	59.6	59.7	59.9	39
40	60.0	60.2	60.3	60.5	60.6	60.8	60.9	61.1	61.2	61.4	40

INDEX

1. Drill Log Narative
2. Drill Log Left Footing Holes #1 & #2
3. ✓ ✓ ✓ ✓ ✓ #3 & 4
4. ✓ ✓ Right ✓ ✓ #1 & #2
5. ✓ ✓ ✓ ✓ ✓ #3 & 4 #4

Drill Log Narative

CofE Drill crew of from 2 to 3 men using a Pneumatic Wagon Drill mounted on a D-4 Cat, made Probs of Ftg. mtl. on the 5th, 6th and 8th of October, 1962.

Due to the nature of drilling system used - no undisturbed samples were taken, and all mtl. was washed and blown out of Drill casing as tailings.

Only a trace of silt was indicated in all holes - by a brownish tint in tailings.

Elevations shown for top of Basalt Bedrock are as correct as could be determined. However, it was obvious that a decomposed & soft Basalt layer of 6" to 12" - lies on top of this Bedrock Formation.

D

All holes showed the same foundation material of compacted sand and gravel --all the way to Basalt Bedrock. No soft material was encountered.

As the Drill Rig was actually lowered into pumped dry cells, it was impossible to reach the actual ftg. Corners - due to cofferdam ring bracing struts.

Footing size 23'-0" x 29'-0".

Drill Log.	10-5-62	Fair		Hole #1	Left Ftg.
Elev.	144.5	Bot.	Excv.	in Scatter	Basalt Boulder
	141.3	Top	Sandy Gravel		
	140.0	Silty	✓	✓	
	131.7	Bedrock			
	127.0	✓			

Note: All Drilling in Water Brg. Mtl. - with tailings washed.

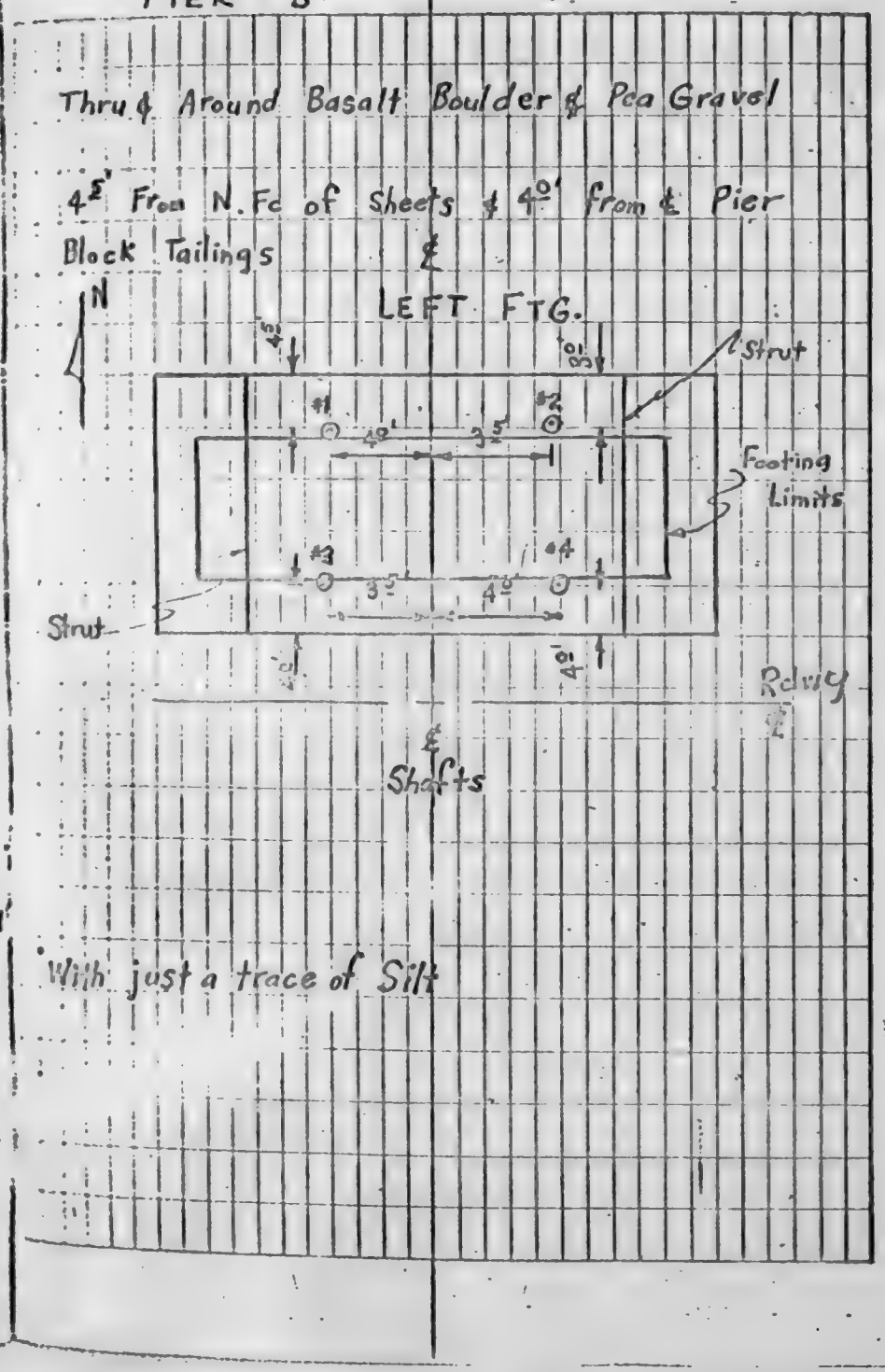
Drill Log	10-6-62	Fair		Hole #2	Left Ftg.
Elev.	144.6	Bot. Excv.	in Basalt	Boulders & Gravel	
	140.1	Sandy	Gravel		
	131.6	Basalt	Bedrock		
	125.8	✓	✓		

2)

PIER #3

Thru & Around Basalt Boulder & Pea Gravel

4.5' From N. Fc of Sheets & 4.0' from & Pier Block Tailings



With just a trace of Silt

3)

Drill Log	10-6-62	Fair		Hole #3 Left Ftg.
Elev.	144.6	Bot. Excv.	Sandy Gravel	
	139.1	Sandy Gravel	with More Sand	
	137.1	✓	✓	Less ✓
	134.9	Basalt	Bedrock	
	133.1	✓	✓	Bot Hole

Drill Log	10-6-62	Fair		Hole #4 Left Ftg.
Elev.	144.0	Bot. Excv.	Sandy Gravel	
	138.3	Sandy	Gravel with More Sand	
	136.2	✓	✓	Normal
	131.5	Basalt	Bedrock	
	122.0	✓	✓	Bot Hole

Pier #3

3½' from ℄ Shafts & 4½' from Edge Sheet Piling

4½' from ℄ Shaft & 4½' from Edge Sheets

Had to Drill

Poor Weathered Basalt

Drill Log 10-8-62 Cloudy Hole #1 Right Ftg.

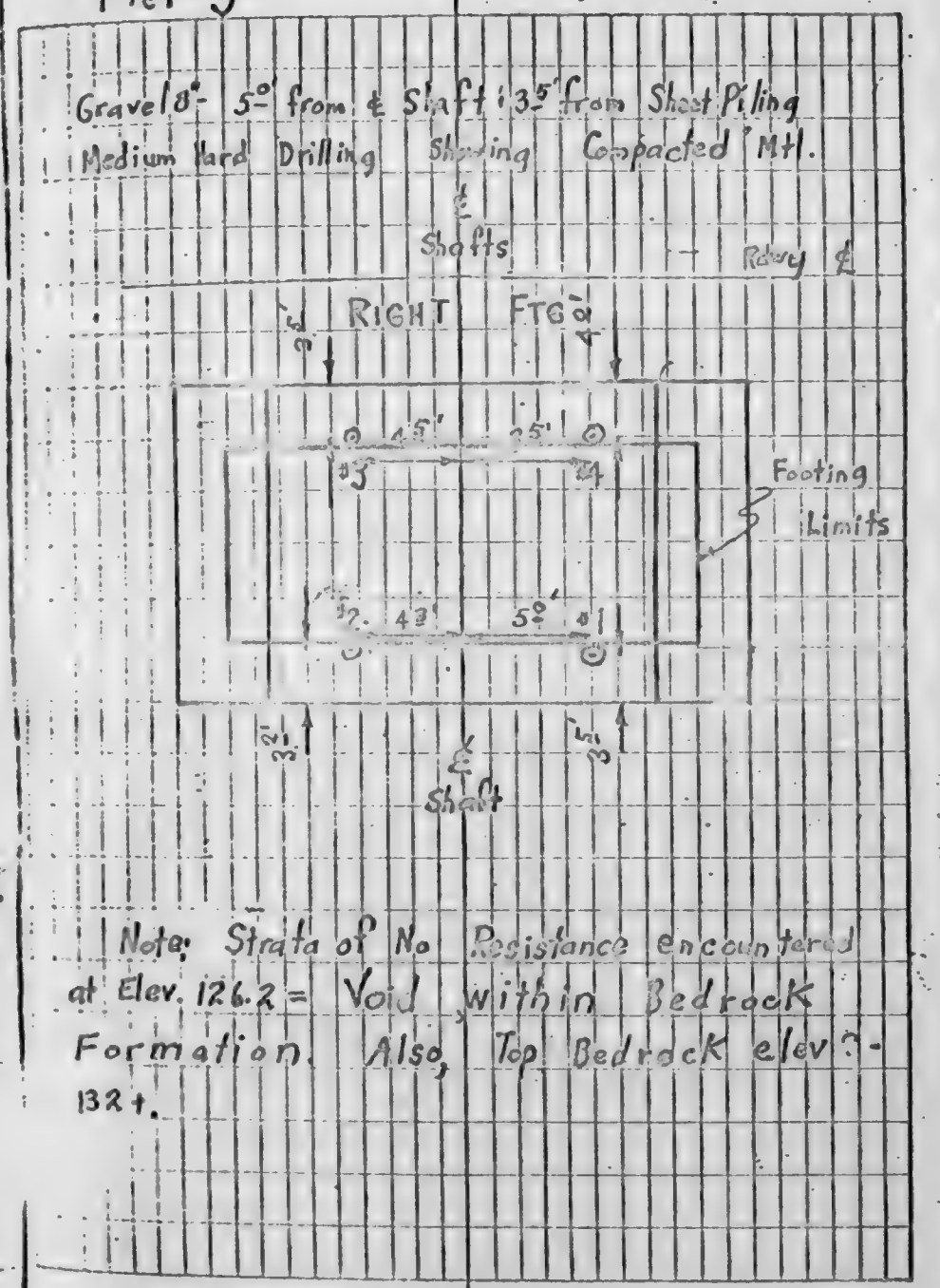
Elev.	143.0	Bot. Excv. in Sandy Gravel
	131.6	Top Basalt Bedrock ✓
	127.0	Bot. Hole
Note:	Same Mtl. - Sandy Gravel all thru. Strata	
	one- 6"-	Layer of Basalt. at Elev. 138±

Drill Log 10-8-62 Cloudy Hole #2 Right Ftg.

Elev.	143.3	Bot. Excv. in Sandy Gravel
	131.8	Top Basalt Bedrock
	126.2	Begin Void
	125.8	Back in Bedrock
	121.8	Bot. Hole ✓

4)

Pier #3



Note: Strata of No Resistance encountered at Elev. 126.2 = Void within Bedrock Formation. Also, Top Bedrock elev? - 132±.

Drill Log	10-8-62	Cloudy	Hole #3	Right Ftg.	Pier #3
Elev.	143.2	Bot Excv. in	Sandy	Gravel	
	135.7	Gravelly	Sand		
	133.6	Basalt	Bedrock		
	127.8	Bot Hole			

Drill Log	10-8-62	Cloudy	Hole #4	Right Ftg.	
Elev.	143.2	Bot. Excv. in	Sandy	Gravel	
	133.2	Basalt	Bedrock		
	126.0	Bot	Hole.		

EXHIBIT E

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
Bldg. 602, City.County Airport
Walla Walla, Washington

NPWCO-CA

16 October 1963

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway
Facilities, John Day Lock & Dam

State Highway Engineer
State of Oregon
State Highway Department
Salem 10, Oregon

Dear Sir:

Receipt is acknowledged of your letter dated 24 September 1963 wherein you advised that all work under State of Oregon Contract 6014 was completed on 20 September 1963 and that you proposed to make final payment to the Contractor within 45 days, if satisfactory with the Government.

In accordance with article 1c of our agreement contract, you are requested to submit for approval any changes or alterations that have been made to the plans and specifications for the John Day River Bridge contract. For instance, I understand that Pier No. 3 was revised to allow construction of the footing at a higher elevation with a resultant shortening of the pier. It would appear that a credit is due from the Contractor for such a change. This matter and others of which I may not be aware should be resolved before final payment is made.

Sincerely yours,

/s/ J. H. Beddow

J. H. BEDDOW
Colonel, CE
Contracting Officer

Date	Action	File Ref
Jan 29. 1962	Begin Stockpile access road material Pier 3	Gallahorn Dairy
Feb 28 62	Complete access Pier 3	" " Ronsonco
3/2/62	Began Cofferdam Ring Lab	" " " "
3/19/62	Continius " "	" " " "
3/20/62	Began excad Pier 3 Rt	" " " "
3/27/62	Trial to set cofer ring - N.G.	" " " "
3/28/62	postponed setting ring	" " " "
7/20/62	Began reconstr. Dyke Pier 3	" " " "
8/8/62	Excad. Pier 3	" " ECKlmKonborg
8/27	" "	ECKlmKonborg
9/20	Dewater #3 Rt - Gravel + Bldrs	" " " "
10/1	Rock ridge found #3 Lt	" " " "
10/4	Exc Rt + Lt - L. R. Allen Const D.W Gallahorn	

10

RECEIVED
JAN 26 '65
FOR FILING

2-65

Report on

FAILURE OF "JOHN DAY RIVER BRIDGE"

on December 22, 1964

Oregon Project I-80-N-4(5)112

by E. L. Erickson, Chief, Bridge Division

An on-site study of the "John Day River Bridge" failure was made by the writer on January 11 and 12, 1965. The events leading up to the collapse of the structure were reviewed with the following representatives of the Oregon State Highway Department and the Bureau of Public Roads, all of which had some connection with the project.

Forrest Cooper	-	State Highway Engineer
R. L. Porter	-	Deputy State Highway Engineer
Alfred A. Rear	-	Assistant Bridge Engineer, State Highway Dept.
Ivan Merchant	-	Bridge Engineer, State Highway Department
P. M. Stevenson	-	Assistant State Highway Engineer
J. S. Sawyer	-	Resident Engineer, State Highway Department
D. W. Gallaher	-	Resident Bridge Engineer, State Highway Dept.
R. A. Stevenson	-	Regional Bridge Engineer, Bureau of Public Roads
R. H. Tokerud	-	Division Bridge Engineer, Bureau of Public Roads

The bridge was designed and constructed by the Oregon State Highway Department under a contract with the Corps of Engineers as a replacement for the existing bridge on the State road designated as U. S. Highway 30, which replacement was made necessary by the construction of a navigation and flood control project known as the "John Day Lock and Dam, Columbia River, Oregon and Washington." Since U. S. Highway 30 at the crossing of the John Day River is being reconstructed as Interstate Highway 80N, and a four-lane structure replaced a two-lane structure, the cost of the additional two lanes was financed as an Interstate highway project. The replacement was required to provide a high level crossing of the John Day River which will be a part of the reservoir behind the "John Day Lock and Dam" being built under authority of Public Law 516, 81st Congress, approved 17 May 1950.

The agencies involved shared the construction cost of the "John Day River Bridge" project as follows:

Total Cost	Federal-aid Interstate Highway Funds	State Funds	U. S. Army Engineer Funds
$2,380.971.00	$843,535.00	$70,173.74	$1,467,262.26

The bridge project was completed and accepted by the Bureau of Public Roads 23 September 1964.

A sketch of the bridge and detail of Pier 3, which failed, are attached and marked Exhibit A and A1.

The Failure of the Bridge

Two of the 200-foot deck truss spans supported by Pier No. 3 (located in the river channel) collapsed at about noon on Tuesday, December 22, 1964, when this pier was washed out by the flood waters raging at the time. The flood on December 22 was, according to the best data available, a record flood. Records from U. S. Geological Survey Water Supply Papers show the following peak discharge at McDonald Ferry, 19 miles upstream from the bridge, the closest gaging station.

Date	Gage Height, ft.	Discharge, cfs
1894	12.80	39,100
Feb. 6, 1907	10.80	27,800
Mar. 3, 1910	8.50	16,300
Feb. 11, 1916	9.20	18,900
Apr. 27, 1917	9.60	22,600
Feb. 15, 1921	8.80	18,400
Mar. 20, 1932	10.60	26,800
Mar. 29, 1943	8.14	15,300
Dec. 30, 1945	8.67	17,300
May 23, 1948	9.83	23,000
Mar. 27, 1952	9.80	22,900
May 9, 1956	10.22	24,900
Feb. 19, 1958	8.29	16,400
Feb. 2, 1963	8.53	17,300
Dec. 24, 1964	13.63	45,000

It is reported by the U. S. Geological Survey that at noon on December 22 the stage at McDonald Ferry was 12.4, or a discharge of 37,000 cfs. Several smaller streams emptying into the John Day

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Feb. 15, 1921	8.80	18,400
Mar. 20, 1932	10.60	26,800
Mar. 29, 1943	8.14	15,300
Dec. 30, 1945	8.67	17,300
May 23, 1948	9.83	23,000
Mar. 27, 1952	9.80	22,900
May 9, 1956	10.22	24,900
Feb. 19, 1958	8.29	16,400
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It is reported by the U. S. Geological Survey that at noon on December 22 the stage at McDonald Ferry was 12.4, or a discharge of 37,000 cfs. Several smaller streams emptying into the John Day

River between McDonald Ferry and Interstate Highway 80N may have crested at noon on the 22nd. If this were the case the flow at the bridge site could have reached its crest on that date. In any event, the pier went out as the result of a record flood.

A vivid description of what occurred at the time of the collapse is contained in a letter written by a person who was on the bridge when it went out, from which the following is quoted:

> "You may wonder why but may understand it when I tell you that we were on that damn bridge at John Day when it went out. When we were about 300' from the west abutment, a guy standing beside a camper yelled at me but I dident hear what he had said. I did slow up a bit but really wasnt too concerned because I have found that strange men are always wanting to talk to me, specially lady-like men. Anyway, the car ahead of us slowed down and stopped about 75' on the bridge and I pulled up behind him. I could see four cars on the westbound lane, one that had 3 flats and busted wheels, one with 2 flats and one with a dinged-up front and one standing back further but I didn't particularly look at that one. I thought that here is a "Grade A" wreck but called over to a fellow and asked the difficulty and he yells 'Get your car off this bridge because the thing has buckled and is going to drop into the river.' Me and the car ahead started to back up and I backed into a snow bank and the other car backed around us and we became Car #1. I drove up a bit then backed off the bridge, got out and walked across the westbound lane and down the bank to have a look-see. Twuz a mess. The span had lifted and that had been what had caused the smashed cars. I climbed back up and yelled to a lady that was out toward the center to get back but she didn't pay me no mind. She was looking at her husband who had been safe but had gone back to his (the 4th) car. Probably to try and drive it off. Just then the span gave away and neither the car nor the husband made it. Not especially pleasant to look at. In fact, it was quite a shock, you might say."

There are some disturbing elements in connection with this bridge failure. First, during construction the footing of Pier 3 was raised about 14 feet so that the pier which, according to approved plans, was to have been founded in solid rock was actually built on a sand and

gravel foundation. Second, it was found by the Resident Bridge Engineer that the floods of 1963 had caused the river bed to scour out around Pier 3 so that the northeast corner of the left footing was completely exposed down to or below the bottom of the footing.

It is now self-evident that a grievous error was made in raising the Pier 3 footing and not founding this pier in the underlying bedrock as provided for by the contract plans. However, this is hindsight, which is so often superior to foresight. It is therefore important that the circumstances that led to the decision making this change in plan be set forth and carefully considered in fairness to all parties concerned.

On January 29, 1962, the contractor advised the Resident Bridge Engineer concerning material suppliers, subcontractors and construction methods. In this letter he stated:

> "Our approach to the job will go something like this: first, we will build roadways and dikes out to our piers to give us access and working areas. We shall start excavation of all piers and while this excavation is taking place we shall drive piling in piers Nos. 1-4 and 5. We shall then clam out pier No. 3, place our steel frame for our cofferdam and begin to string and drive sheet piling. We intend to pour all shaft forms up to the one-strut first strut, then pour strut, bring the next lift of shaft forms up and pour the next strut and so forth until completion."

It was not long, however, before consideration was being given to raising footing elevations for Piers 4 and 5. On 30 January the State's Bridge Construction Engineer and the Contractor agreed to raise the Pier 5 footing from elevation 150 to 156. After driving steel foundation piling to bedrock the footings were concreted at the higher elevation on 5 March 1962.

It is of interest that the State's request for approval to the U. S. Army District Engineer was dated March 30 and his reply approving the change was dated 10 April 1962.

Other changes in footing elevations were subsequently made. In the case of Pier 2 the footings were lowered 6'-9" and 4'-3" respectively and in Pier 6 the footings were lowered 2.64' and 1.9' respectively.

These changes, although relatively minor in nature, are mentioned here to illustrate the manner in which changes in plan were handled and to show how it became possible to proceed with a major plan change at Pier 3 which affected the stability and safety of the structure without adequate consideration by responsible representatives of all of the agencies involved.

The contract between the Army and the State which covers the construction of the "John Day River Bridge" executed 20 October 1961 and approved by the Army's Acting Division Engineer 22 November 1961 contains specific provisions concerning preparation of plans and changes and alterations.

With regard to the detail plans, this contract states in Article 1-b that the plans and specifications shall conform with the basic engineering criteria issued by the Oregon State Highway Department. These criteria applicable to the foundations for the "John Day River Bridge" are contained in an Army document called Design Memorandum No. 7, Relocations on Oregon Shore, Volume 2 of 2 - 15 December 1959, and reads as follows under Article 3.01 in Section 3:

> "Subsurface conditions were investigated by pneumatic drill holes and churn drill borings - - - Basalt bedrock underlies the entire site varying from 0 to 70 feet below ground surface and is exposed on the west bank of the river. Overburden on the west side consists of 0 to 6 feet of wind-deposited silty fine sand overlying alluvial deposits of stratified sandy fine gravels, gravelly sands and sand. On the east side of the river the overburden in the narrow flood plain area consists of 15 to 30 feet of unconsolidated sandy clay underlain by relatively stable sands and gravels - - - Footings for the main piers will be founded either on bedrock or on steel piles driven to bedrock."

This statement shows that considerable study had been given to the foundation problem prior to the preparation of contract plans and certainly the conclusions were sound.

As a further safeguard against hasty changes in plan a provision governing changes or alterations is included in the contract between the Army and the State. This is set up under Article 1-c (page 4) of this contract. It reads as follows:

"By mutual agreement in writing between the Contracting Officer and the State Highway Engineer, subject to approval by the Bureau of Public Roads, changes or alterations may be made - - - in the approved detailed plans and specifications described in the foregoing paragraphs of this Article 1. When the Contracting Officer and the State Highway Engineer shall agree in writing that supplemental plans or specifications are necessary for the best interests of the parties, supplemental plans or specifications consistent with the foregoing exhibits and criteria may be adopted."

On 2 October 1962 the State's Resident Bridge Engineer on the John Day River job called the State Bridge Construction Engineer in Salem advising that the Contractor and his attorney were on the job wanting to place concrete in the Pier 3 footings on gravel foundation about 14 feet above plan elevation. The Contractor claimed an impossible situation of excavating in cemented gravel.

The Bridge Construction Engineer arrived on the job the following day, 30 October. He reported his findings in a memorandum prepared some two months later, 7 December, attached hereto and marked Exhibit B, wherein he reported that the Contractor had experienced difficulty in excavating at a depth of 11 to 14 feet below streambed. He further stated that the material found at this level appeared satisfactory for the pier foundation provided underlying materials contain no soft or compressible layers. He also made the observation that "present elevations for the upstream and downstream shafts were well below any scour danger and in addition it would be only 2 or 3 years until this whole area would be covered by the John Day Dam pool."

The comment concerning scour danger is most interesting in light of both the preliminary and final boring data since the material found overlying the bedrock was reported as "gravelly sand" and "sandy gravel." (Exploration summary attached and marked Exhibit C.)

Check borings were made in both footings on 5, 6 and 8 October. It should be noted that these borings through the sand and gravel were "wash borings" so that "all material was washed and blown out of drill casing as tailings." From this type boring information it is difficult to justify the conclusion that there was no scour danger.

Upon completion of the check borings the Resident Bridge Engineer discussed with the Corps of Engineers, Walla Walla District Office, (10 October 1962) the proposal to raise the Pier 3 footings and

verbal approval was reported to have been obtained. (See Gallaher's memorandum to Merchant 18 October 1962 marked Exhibit D). Footings were concreted 10 and 11 October 1962.

On 16 October 1963 the Army's District Engineer wrote the State Highway Engineer requesting that the State submit for approval any changes or alterations that have been made to the plans and specifications for the John Day River Bridge contract. (Copy of letter attached and marked Exhibit E).

On 14 November 1963 the State responded (this letter is attached marked Exhibit F). It should be noted that all changes in plan due to bottom of footing elevation adjustments resulted in an estimated credit to the job account of only $8,661.00.

The Army District Engineer in his letter to the State Highway Engineer 17 January 1964 approved the changes in plan enumerated in the State's letter 14 November 1963 (letter attached and marked Exhibit G).

Bureau of Public Roads records relative to changes in plan of footing elevations are very limited at both Regional and Division Office levels. Concerning the case of Pier 3 there is no mention of the changes either in correspondence or in construction inspection reports prior to the actual placing of the footing concrete. The Division Bridge Engineer in Construction Inspection Report No. 9, 27 November 1962, reports the fact that the pier foundations were raised about 14 feet above approved plan elevations; that the pier as constructed was founded on compact sand and gravel, that this foundation material was adequate to carry design load and that there was no fear of scour.

The Bureau of Public Roads Final Inspection Report, Report No. 16, 23 September 1964, makes mention of a major quantity variation in structural excavation "caused by raising the footings at Piers 3, 4, and 6." (Insofar as the writer could determine the footing for Pier 4 was founded at plan elevation).

Although the raising of the footings of Pier No. 3 was a major change in plan, the change does not appear to have been submitted to the Bureau of Public Roads for approval. In discussing this with the State's engineers they thought it had been discussed verbally with the

Bureau's Division Bridge Engineer, however, he has no record of, nor recollection of such discussion. Regardless of what was or was not said, the change was acknowledged by the Bureau engineers and no objection made as the project was accepted.

The Bureau's construction inspection reports Nos. 9 and 11 (final report) are attached and marked Exhibits H and I respectively.

Restoration of Structure

On 6 January 1965 the State Highway Engineer advised the Army's District Engineer that the Christmas week storm had inflicted severe damage to the John Day River Bridge. The Army's approval of plans and specifications prepared by the State for the restoration of the structure was requested in accordance with the terms of the contract between the Army and State for the construction of the project. This request for approval was "made on the premise that the damage was an extraordinary damage," and that repair and restoration came under the five-year maintenance clause of the contract. (The State's letter 6 January is attached marked Exhibit K).

The Army's District Engineer replied to State's communication under date of 8 January to the effect that the provisions of the Contract are not considered to include Government responsibility for damage due to unusual events, such as severe flooding. Also that "any damages due to natural conditions beyond the control of the highway department, solely occurring due to the location of the highway are considered to be consequential and therefore are not reimbursable under the Contract. Concerning the State's request for approval of plans for the repairs the District Engineer advised:

> "It is noted that the repairs you propose to the structure should rebuild the bridge to the original design, with Pier 3 founded on rock. Without prejudice to my position denying pecuniary liability of the Government for rehabilitation of the structure, but in recognition that Article 8, Deferred Construction, of the referenced Contract may apply to future extraordinary damages to the repaired structure, I approve the plans for repair."

(The District Engineer's letter of 8 January 1965 is attached marked Exhibit L).

The State Highway Department has prepared plans and specifications for the restoration of the bridge. Advertisement for bids to be received 26 January 1965 was published 12 January. In addition to removing and replacing the collapsed Pier 3 and the two 200-foot steel deck truss spans, repairs will have to be made to Piers 2 and 4 which suffered some damage as the steel spans were pulled from them when Pier 3 collapsed. The new Pier 3 will be founded in the bedrock.

The State Bridge Engineer estimates that the cost of the work will be about $760,000.00 and require about six months to complete.

CONCLUSIONS

The John Day River Bridge failure during the Oregon Christmas flood was the result of a series of circumstances.

(1) Pier 3 toppled over as a result of severe underscouring of its foundation during a record flood of unprecedented height, volume and velocity.

(2) Pier 3 was founded on a compact sand and gravel foundation believed by the Engineers in charge of the construction to be capable of supporting the bridge loading and sufficiently solid to resist scour from flood waters.

(3) Although the contract plans provided for founding Pier 3 in bedrock; when difficulty was encountered by the contractor in excavating the compact sand and gravel the engineers in charge of the construction did raise the footing elevations. It was their best judgment at the time that this was a proper solution to their problem. Certainly this decision did expedite the completion of the pier and the project. Subsequent events have made it evident that their judgment was not good and that a grievous error was made.

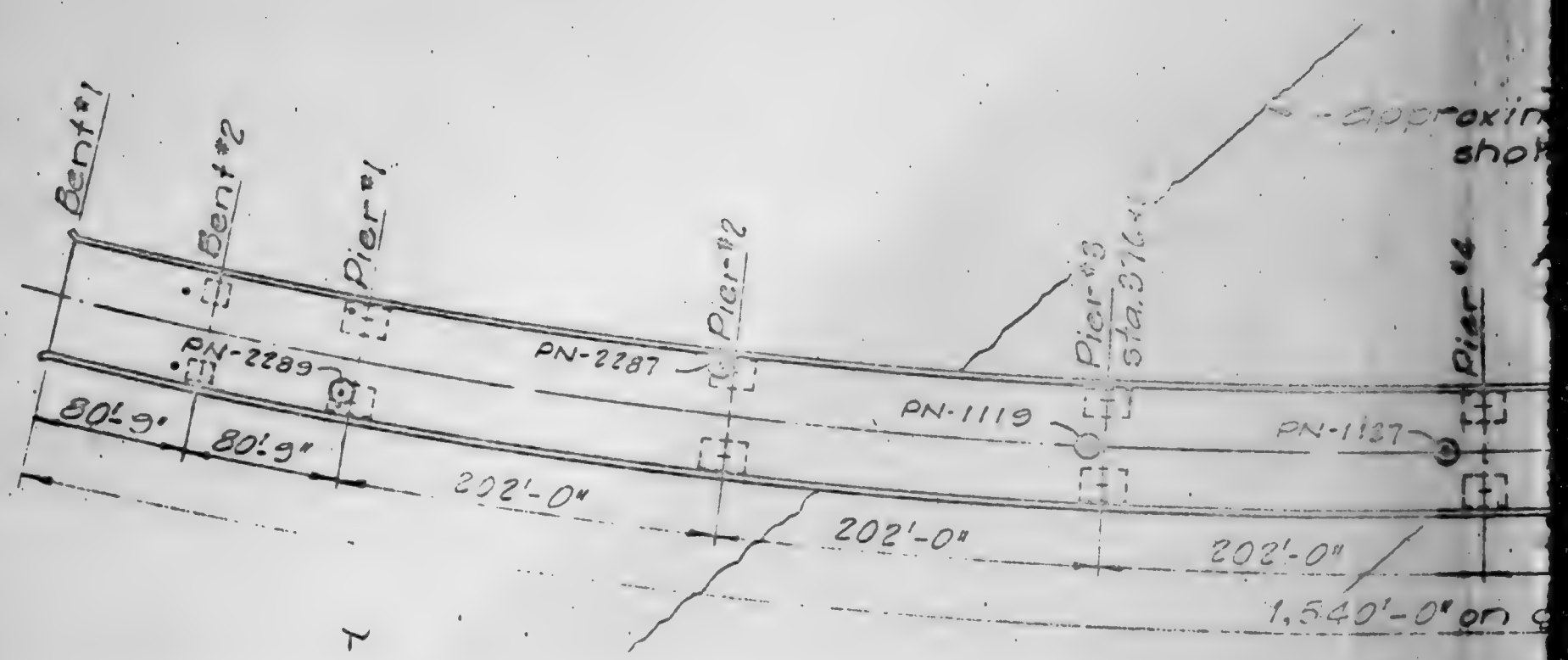
(4) The construction method used by the contractor contributed to the failure. The area occupied by the Pier 3 footing was pre-excavated to about the elevation at which the pier was finally founded. Thus the backfill around the footing was loose river bed material very susceptible to erosion even at relatively moderate streamflow. This was made evident after the 1963 high water when the Resident Bridge Engineer found that there was scour down to or below the bottom of the footing at the northeast corner of the left footing. Although the contractor did subsequently place rock fill

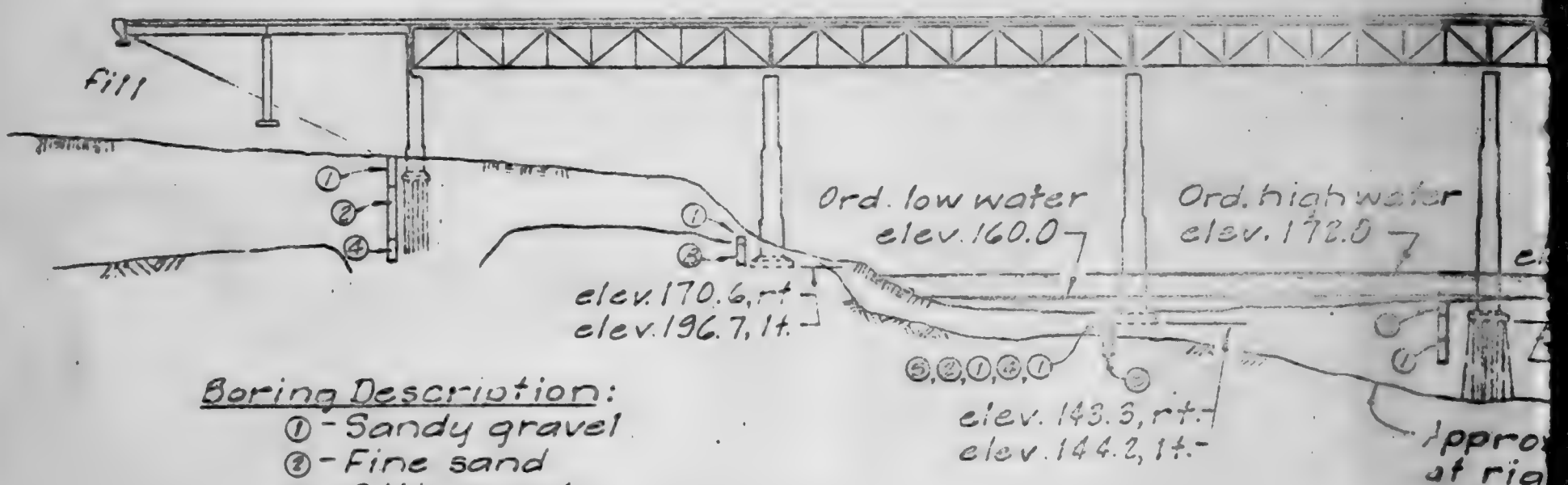
around the exposed footing, the size of the rock used and the quantity placed was so small as to be ineffective in the "1964 Christmas Flood."

(5) It is also evident that in arriving at the decision to raise the elevation of the pier footing above the bedrock the engineers were influenced to a large extent by the fact that this bridge was being built to span a part of the reservoir pool of the John Day Dam, then under construction. It was anticipated that the dam would be completed within a period of a few years and once the waters behind the dam were impounded to about normal pool stage, future floods in the John Day River would not cause flows through the bridge having scouring velocities at the piers.

(6) The one thing not appreciated at the time was the vulnerable position of Pier 3 in the river channel. This pier is skewed sharply to the natural channel so that it forms a formidable obstruction to incite scour at even moderate flood stages. Also, it should be mentioned that since the bridge piers were designed to stand in a reservoir pool their hydraulic properties were poor. The designers had placed dependence for the stability of the structure during those periods of flood occurring prior to the establishment of the John Day Dam pool upon pier foundations in solid bedrock or piling driven to bedrock. Pier 3 was the only pier not so constructed.

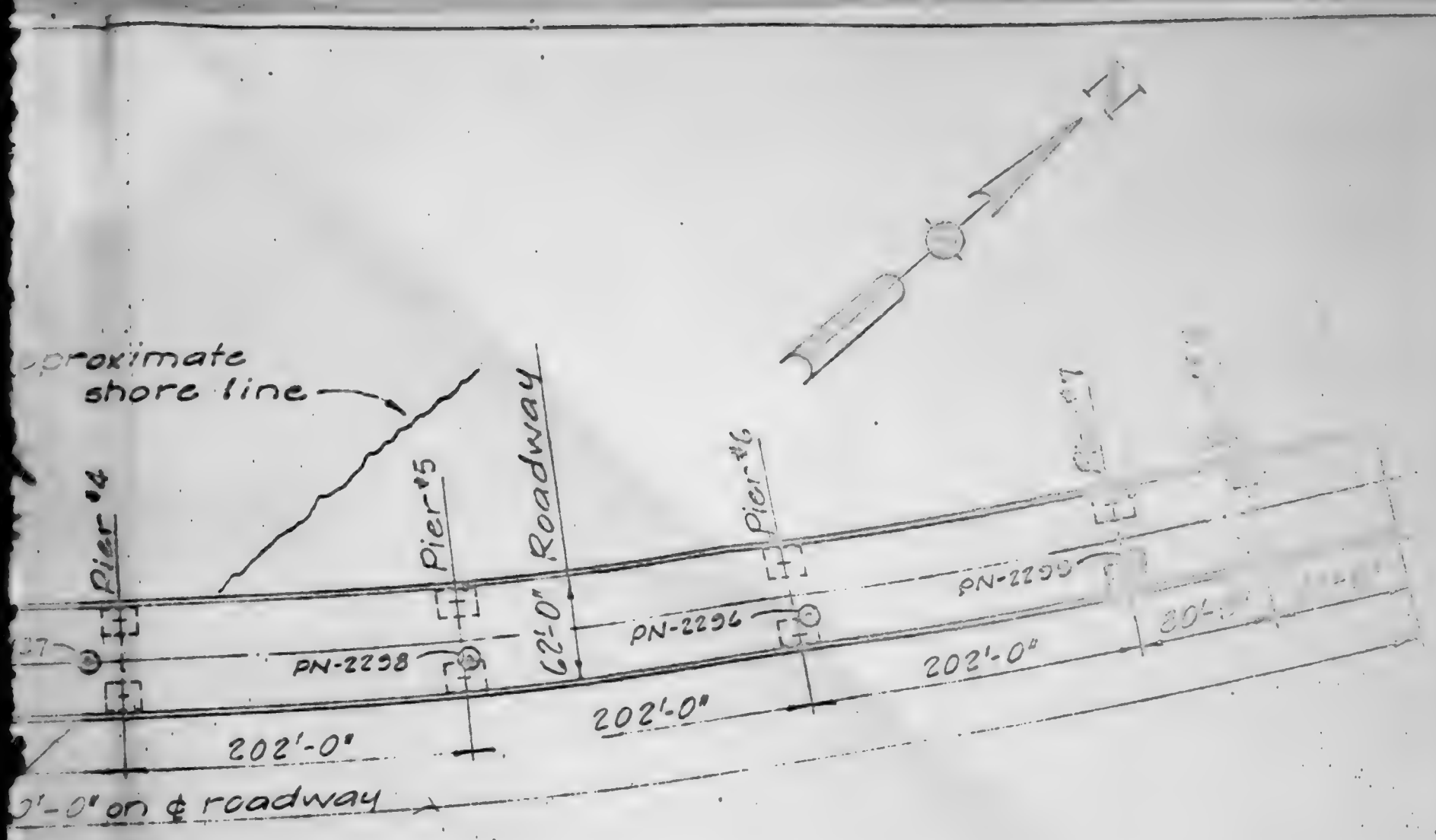
E. L. Erickson
Chief, Bridge Division
Office of Engineering
and Operations



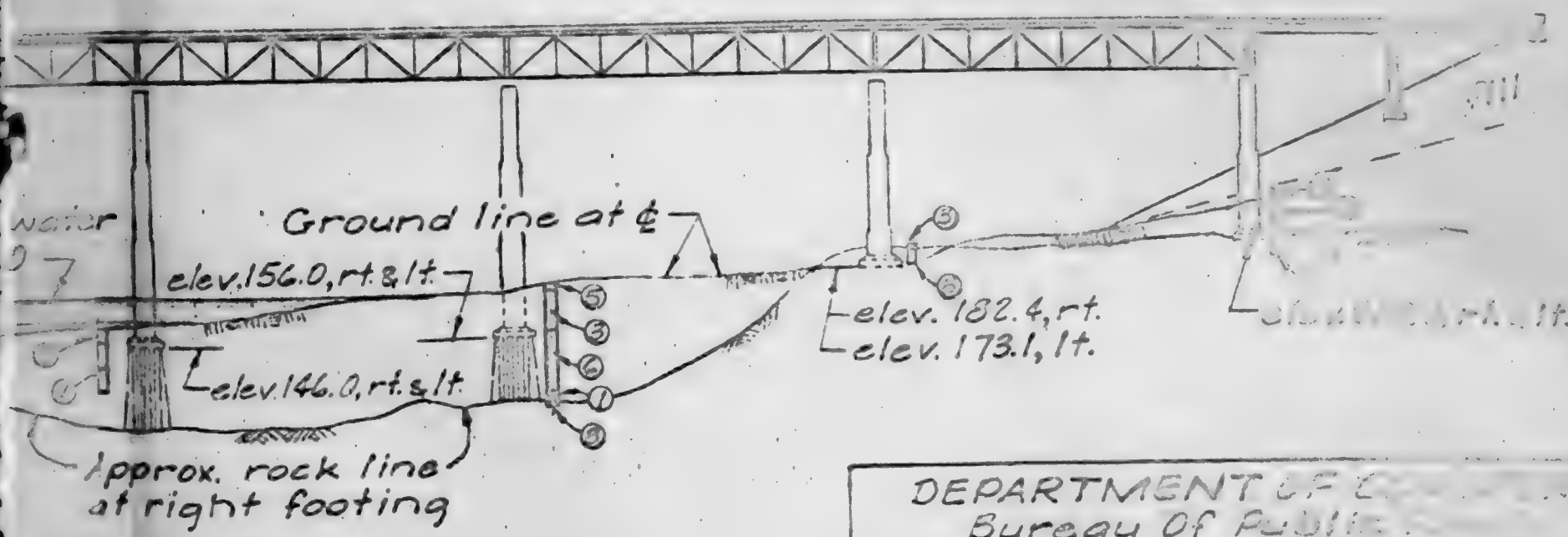


Boring Description:

① - Sandy gravel
② - Fine sand
③ - Silty sand
④ - Basalt boulder
⑤ - Silt
⑥ - Silty sandy gravel with occasional cobbles
⑦ - Talus and silt
⑧ - Bedrock



PLAN

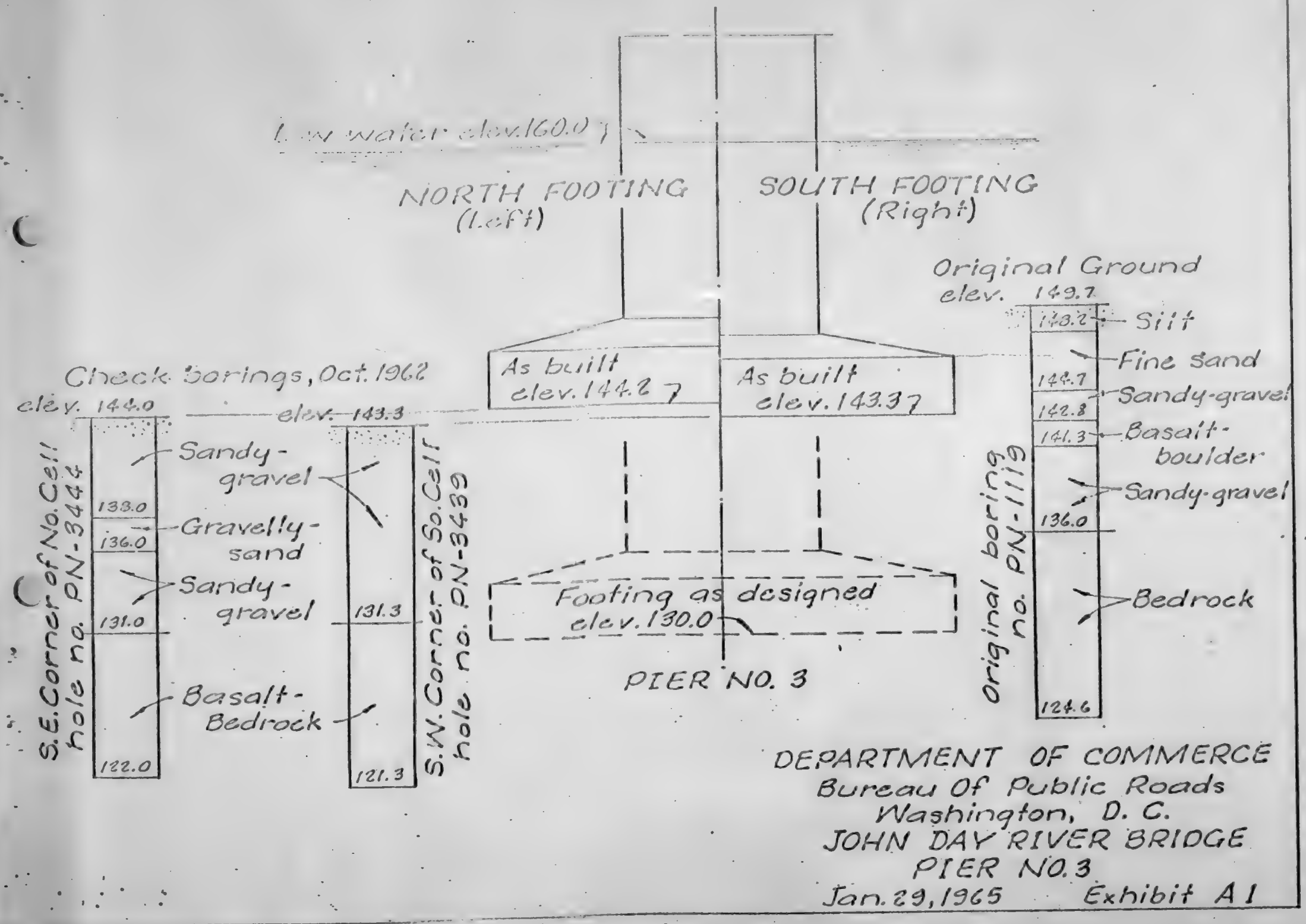


ELEVATION

DEPARTMENT OF [illegible]
Bureau Of Public [illegible]
Washington, D. C.

JOHN DAY [illegible]
Columbia [illegible]
Sherman-Gilliam Co. [illegible]

Jan. 26, 1965 Exhibit [illegible]



DEPARTMENT OF COMMERCE
Bureau Of Public Roads
Washington, D. C.
JOHN DAY RIVER BRIDGE
PIER NO. 3
Jan. 29, 1965 Exhibit A1

EXHIBIT L

U. S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
Bldg. 602, City-County Airport

Address reply to
The District Engineer
Not to individuals

8 January 1965

NPWCO

Referred to
Forrest Cooper
by Secretary

State of Oregon
State Highway Department
Salem, Oregon 97310

Gentlemen:

Reference is made to your letter dated 6 January 1965 pertaining to restoration of the John Day River Bridge which was severely damaged by a major flood of the John Day River on 22 December 1965.

You state that you consider that the cost of repair and restoration of the structure is chargeable to the John Day Lock and Dam Project under the provisions of Article 8 of our Contract No. DA-45-164-CIVENG-61-103. This position is premised on your contention that the damage to the structure is an extraordinary damage caused by natural conditions beyond the control of the Oregon State Highway Department.

Article 8 of the referenced contract provides that the Government shall pay to the State all actual costs, as mutually agreed upon, for certain extraordinary damage during the time required for stabilization of specified highway facilities constructed under the contract. The provisions of the referenced Article 8 are not considered to include Government responsibility for payment of damages due to unusual events, such as severe flooding, other than where such damages are attributable to unseasoned embankment, slopes and roadbeds, or to effects of the reservoir. In my judgment none of these factors was the proximate cause of the failure of the bridge. Any damages due to natural conditions beyond the control of the Highway Department, solely occurring due to the location of the highway, are considered to be consequential and therefore are not reimbursable under the contract. In this connection, it is noted that rather severe damages have occurred to portions of highways, both near and far removed from the John Day River area, as a result of the widespread unprecedented flooding.

You have presented plans for the repair of the structure concurrently with the delivery of your letter of 6 January 1965 and request approval thereof. It is noted that the repairs you propose to the structure should rebuild the bridge to the original design, with Pier 3 founded on rock. Without prejudice to my position denying pecuniary liability of the Government for rehabilitation of the structure, but in recognition that Article 8, Deferred Construction, of the referenced contract may apply to future extraordinary damages to the repaired structure, I approve the plans for repair. These plans are your drawings Nos. 20481, 20482, 20483, 20484, 20485, 20486, 20487, 20488, 20489, 14657, and 14660.

I look forward to the early resolution of other damage questions between our two offices.

Mr. Porter's receptive response to our 6 January letter concerning traffic routing is particularly appreciated.

Sincerely yours,

/s/ Frank D. McElwee
FRANK D. McELWEE
Colonel, Corps of Engineers
District Engineer

(EXHIBIT L -)
(continued)

EXHIBIT K

January 6, 1965

The District Engineer
U. S. Army Engineer District, Walla Walla
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Re: John Day River Bridge
Contract No. DA-45-164, CIVENG 61-103

As you undoubtedly are aware, the Christmas week storm in Oregon inflicted severe damage to the John Day River Bridge. This bridge was constructed by the Oregon Highway Department under terms of the above contract in order to conform to the overall plan of the John Day Lock and Dam project.

In the interest of restoring traffic at the earliest possible date, the Oregon Highway Department has prepared plans and specifications for the necessary restoration work. Under terms of Article 8 of the above contract, your approval of these plans and specifications is requested.

This request is also made on the premise that the damage to this structure was an extraordinary damage and was caused by natural conditions beyond the control of the Oregon Highway Department. It is the position of this Department that the repair and restoration of the John Day River structure comes under the five-year maintenance clause and is chargeable against the John Day Lock and Dam project.

Your early consideration and approval of this matter will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: R. L. Porter
P. M. Stephenson
Victor D. Wolfe
George Rhode
Ivan Merchant
J. F. Putnam

RLP:ms bjs

FORM PR-33A (2) (12-55) CC: OSHD(L P S W)
OSHD(Bridge Div)
Region - WASH DC
Grafe, Area Engr and

EXHIBIT I

FINAL REPORT
(FPPM 20-6.1)

FINAL CONSTRUCTION INSPECTION REPORT

REGION NO.	REPORT NO.	COUNTY	STATE
8	16	Gilliam & Sherman	Oregon

PROJECT I-80N-3(26)112
I-80N-4(5)112

DATE OF REPORT	REPORT MADE BY		APPROVED EXTENSIONS
9-23-64	R. W. Pillsbury, Bridge Engineer		
COMPLETION DATE	ACCEPTANCE DATE BY CONTRACTING AGENCY	TIME ELAPSED	
9-20-63	1-30-64	100%	15 days
CONTRACT TIME	LOCATION		
300 work days	See below		

The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds has been submitted.

A copy of the State's materials certificate is attached to the Division office copy of this report.

All applicable contract requirements relative to wage rates, payroll submissions, and labor provisions have been met.

There is compliance with Section 1.23 of the Regulations pertaining to encroachment on the right-of-way.

Other remarks:

JOHN DAY RIVER BRIDGE SECTION

Project is on new alignment of Interstate 80N about 5 miles east of Rufus. Project I80N-3(26)112 provides for construction of the West John Day River Interchange Structure and incidental grading connected therewith. The structure is a rigid frame with a clear span of 33 feet. Project limits are stations 359+43 to 359+87. Project I80N-4(5)112 begins at Sta 371+20, westerly end of the John Day River Bridge, and ends at Sta 400+00, approximately 0.25 mile easterly of the easterly end of the same bridge to be constructed as the principal feature of the project. The structure has six deck truss main spans with welded plate girder approach spans.

Acceptance of this project had been delayed because the deck of the John Day River Bridge was considered as being outside of acceptable smoothness tolerances. During the past nine months the deck trusses have lost some camber and with some grinding of high spots the bridge deck is considered to be acceptably smooth. Measurements of the deck indicate that it is now substantially within the specified smoothness limits, and no additional action is economically justifiable nor required.

The final cost of this project is $2,409,853 or a 1% underrun. The contractor used 315 days to complete the project. The contract time

The project has been completed in substantial conformity with the approved plans and specifications, including authorized changes and extra work.

Acceptance of the project is recommended.

_____
Area Engineer

Project Accepted _____
Date

_____
Division Engineer

of 300 days was extended by an additional 15 days because the contractor was required to open the structure to traffic before it was completed and accepted. This extension was approved by the Bureau on November 4, 1963 and granted by the State on November 22, 1963.

The only major quantity variations were of the structural excavation item which underran 40% and the metal drain pipe which underran 48%. The former was caused by raising the footings at Piers 3, 4, and 6. The latter was caused by stopping the drains at the pool elevation instead of the ground line as shown.

Not mentioned in previous reports is Extra Work Order No. 2, which provides for construction of a concrete approach slab at the West John Day Interchange Structure. The slab was required to prevent settling of a wedge-shaped rock backfill between the west abutment of the structure and the rock cut face. The order has been approved by this office for the estimated amount of $3000.

Materials reports have been reviewed and found to substantially comply with the governing specifications. Record sample results indicate that the job control test results are representative of the materials incorporated in the work. Dimensional checks were periodically made, as reported in previous reports.

EXHIBIT C

NPWCO-CA

17 January 1964

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Dear Mr. Cooper:

Receipt is acknowledged of your letter dated 14 November 1963, wherein you enumerated the various changes that were required under State of Oregon Contract No. 6104, John Day River Bridge.

I hereby approve the changes as described in the afore-mentioned letter in accordance with Article 1c. I feel, however, that it would be appropriate at this time to establish cost responsibility for these changes. By my letter to you dated 10 December 1961, the allocation of costs for the original contract work was established. In this regard, the Government's share of the bridge costs (Items 1 - 14) amounted to 53.58 percent. By applying this figure to the cost of the miscellaneous revision to excavation, concrete, and reinforcing steel, as listed in your letter of 14 November 1963, it is determined that the credit to the Government would be $4,640.56, while the State of Oregon's credit share would be $4,020.44. By applying the same percentage to Price Agreement No. 2 for additional expansion joints, it is found that the cost to the Government will be $259.33 and the Cost to the State $224.67. The entire cost of Extra Work Order No. 2 for the concrete approach slab would be chargeable to the State in accordance with Article 5.c.4. of our agreement contract, which places the cost of the interchange on the State. The entire cost of Extra Work Order No. 1, for temporary signing, and Price Agreement No. 4, for extra costs incurred by opening bridge earlier than contemplated, would be the Government's obligation in accordance with Article 5.b.3.(2), (3), and (4) of the agreement.

Your concurrence in the above division of responsibility of costs for the required revisions is requested.

In response to your inquiry of 24 September 1963, I have no objection to your proposal that you make the final payment for work accomplished under your Contract No. 6014.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

EXHIBIT F

November 14, 1963

U. S. Army Engineer District, Walla Walla
Building 602
City-County Airport
Walla Walla, Washington

Attention: Col. J. H. Beddow, CE
Contracting Officer

Gentlemen:

Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway
Facilities, John Day Lock and Dam
Letter 10 October 1963

Plan changes- final construction over original or bidding plans- made on Oregon Contract No. 6014, John Day River Bridge are as follows:

Item No.	Item	Cost
1	Bottom of footing elevation adjustments to suit foundation conditions. Refer Drawing 16359 (Plate 11) Pier 2 Rt. footing lowered 6.9' Lt. footing lowered 4.3' Refer Drawing 16358 (Plate 10) Pier 3 Rt. footing raised 13.3' Lt. footing raised 14.2' Refer Drawing 16359 (Plate 11) Pier 5 Rt. footing raised 6.0' Lt. footing raised 6.0' Refer Drawing 16359 (Plate 11) Pier 6 Rt. footing lowered 2.64' Lt. footing lowered 1.90' Refer Drawing 16357 (Plate 9) Pier 7 Rt. footing raised 0.25' Lt. footing raised 0.25'	

Item No.	Item	Cost
2	Refer letter to Mercer Steel Company, 2 August 1963 and sketch (copies attached) Reinforcing steel added to truss pads, account omission of same on original project plans.	
3	Refer Drawing 16356 (Plate 8) Revise deck joint Detail A to Detail shown on Drawing A-8 attached to Drawing 16356. All of above considered to be adjustment of plans to suit construction conditions encountered in field. Payments to contractor adjusted on unit prices stated in contract. Estimated credit to job account of above adjustments: Excavation -3776 Concrete -3565 Metal Reinforcing -1320	$-8,561.00
4	Refer order for Extra Work No. 1 (Copy attached) Temporary signing	+ 122.41
5	Refer Order for Extra Work No. 2 (Copy attached) Add reinforced concrete approach slab at West John Day Interchange	+3,062.21
6	Refer Price Agreement No. 1 (Copy attached) Change method of measurement for Contract Item 31	N/C
7	Refer Price Agreement No. 2 (Copy attached) Construct expansion joints, inadvertently omitted from original design drawings and bidding plans	484.00
8	Refer Price Agreement No. 3 (Copy attached) Change type of paint for structural steel	N/C
9	Refer Price Agreement No. 4 (Copy attached) Compensate contractor for extra cost to construction activities occasioned by opening structure to traffic prior to expiration of work day allotment	4,196.71

Major changes or additions, Items 5 and 9 above were discussed with members of your staff prior to acceptance of the work. All other items considered to be minor adjustments in plans and specifications to suit conditions encountered in construction of the work.

A final financial statement on the project cannot be made at the present time. An estimated final cost is as follows:

Original Authorization	$2,542,832.00
Estimated Contract Cost corrected to date	2,405,850.00
Contract work performed to date (estimated)	2,405,850.00
Engineering authorized	194,666.00
Engineering performed to date (estimated)	93,000.00

I am enclosing a set of project plans corrected to show most of the changes outlined herein.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG: jm
Attachments

EXHIBIT E

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
Bldg. 602, City.County Airport
Walla Walla, Washington

NPWCO-CA

16 October 1963

Re: Contract No. DA-45-16[illegible]
Relocation of Oregon [illegible]
Facilities, John Day Lock & Dam

State Highway Engineer
State of Oregon
State Highway Department
Salem 10, Oregon

Dear Sir:

Receipt is acknowledged of your letter dated 24 September 1963 wherein you advised that all work under State of Oregon Contract 6014 was completed on 20 September 1963 and that you proposed to make final payment to the Contractor within 45 days, if satisfactory with the Government.

In accordance with article 1c of our agreement contract, you are requested to submit for approval any changes or alterations that have been made to the plans and specifications for the John Day River Bridge contract. For instance, I understand that Pier No. 3 was revised to allow construction of the footing at a higher elevation with a resultant shortening of the pier. It would appear that a credit is due from the Contractor for such a change. This matter and others of which I may not be aware should be resolved before final payment is made.

Sincerely yours,

/s/ J. H. Beddow

J. H. BEDDOW
Colonel, CE
Contracting Officer

EXHIBIT B

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

SALEM, OREGON

December 7, 1962

SUBJECT: John Day River Bridge [illegible]

To: MEMO TO THE FILES:

On the afternoon of October 2, 1962, I took a call from Don Gallaher concerning the excavation work for Pier no. 3. The contractor was very disturbed concerning the difficulty in excavation. Don, who was calling from the contractor's office, handed the phone over to Otis Jordan (one of the partners of Pacific Concrete Co.) and he talked at length on the supposedly impossible situation of excavating in cemented gravel. I said I would be on the job tomorrow at 10.

Work done on Pier 3, the river pier, to the present time consisted as follows: Contractor had gloryholed the river bottom using a 3 ton clam shell made especially for tough going. This gloryholing had been stopped some 10 to 14 feet above the rock elevation shown on the plan. Unable to excavate further it was thought by the contractor that they were on a rock formation.

The crib frames were then set in position and steel sheets placed. Backfill taken from adjacent area (not the excavated material) was placed all around the crib. However, it was found that the steel sheets could be driven into this so called "rock" formation. Excavation had been proceeding at a very slow rate in both footings and was now 11 to 14 feet below the river bed. The downstream excavation was at a higher elevation than the upstream. It was also a little more compact with many large rocks being encountered in the northwest corner. Excavation was being done by pumpting the cribs "dry" (the material had just enough fines to seal off most of the water so that a 6" pump could handle it) and then slucing the gravel with a fire hose to loosen it.

On arriving at the job, I found what I would call a tightly compacted river sand and gravel rather than the semi-cemented material described by the contractor. I told the contractors, Mr. Jordan and Mr. Glidden, I thought they were unduly disturbed and were expecting a much too easy show for this type of work. Mr. Jordan (this was his first on-the-job contact with this work) agreed with me that Mr. Glidden, who runs the field work, was overly concerned.

However, these footings, although they were intended to found on bed rock, were designed for 3.8 tons per square foot. The contractor thought we should stop at these elevations. I told Mr. Jordan and Mr. Glidden [illegible] my belief also that the present material was more than adequate for [illegible]

and therefore, suitable for founding the footings provided it could be determined by drilling (possibly by using the Army Engineer's rig) that the same material extended on down to bedrock with no soft or compressible layers.

If the drilling substantiated this, then it would serve no purpose to force the contractor into a costly and time consuming operation. This plan would serve its purpose just as well whether it was founded in the [illegible] the rock or directly on the rock. Besides there would be a considerable [illegible] ings to the State for decreased quantities of structural excavation, [illegible] concrete and reinforcing steel. The present elevations for the upstream and downstream shafts were well below any scour danger and in addition it would be only 2 or 3 years until this whole area would be covered by the John Day Dam pool.

I said I would verify this possible procedure with Mr. Merchant tomorrow morning upon returning to Salem as Mr. Merchant would be away from his office until then. In the meantime there was still considerable work to be done in leveling up the bottom of the cofferdams.

The following morning, October 4, this matter was discussed with Mr. Merchant by myself and also Mr. Jordan who had showed up unexpectedly at the Salem office. Mr. Merchant called Mr. Hansens of the Army Engineers and arrangements were made to bring in their drill rig with the idea of drilling a hole near each corner of each cofferdam.

At this time it was agreed that the contractor at his option, would be permitted to level up the bottom of the excavations by use of extra concrete rather than by excavating the area level, the additional concrete to be at the contractor's expense. The contractor would also assist by doing whatever leveling and grading would be required around the cofferdams or any other work required for the performance of the drill rig.

Subsequent drilling on Oct. 5, 6 and 8 by an "air drill mounted on a D-4 Cat" (4 holes in each footing) substantiated the fact that the compact sand and gravel formation did continue on down to rock with no soft layers encountered. On this basis, the footings were founded on the compacted sand and gravel formation rather than the rock formation below.

It is interesting to note that by founding on the gravel (although this was not a consideration in the disposition of this problem) a serious controversy and possible claim by the contractor was avoided. The plans showed a level rock elevation at approximately 136 and the contractor had ordered his steel sheets accordingly. The above mentioned drilling indicated a rock elevation at 131 to 133.

/s/
L. R. Allen
Bridge Construction Eng.

LRA:dl
cc: Don Gallaher
Dave Glenn
Dean Swift
BPR

Form PR-33A (Rev. 5-60)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

EXHIBIT H

INTERMEDIATE CONSTRUCTION INSPECTION REPORT

(PPM. 20-6.1)

Region No.	Report No.	County	State
8	9	Gilliam& Sherman	Oregon

Date of inspection	Inspection made by	Project No.
11-27-62	Roy Tokerud, Division Bridge Engineer	I-80N-3(20)122 I-80N-[illegible]

In company with
R. Stephenson, Reg. Bridge Engr., I. Merchant, I. Allen & Don Gallaher

Quality of work	Progress of work	Time elapsed	Work completed	Est. [illegible]
Satisfactory	Satisfactory	55 %	46 %	

Remarks: (1) Completed work; (2) Work in progress; (3) Comments and recommendations

JOHN DAY RIVER BRIDGE SECTION

(1) John Day River Bridge:
All bents and piers completed except piers# 3 and 4.
Pier 3 poured to the top of strut B.
Pier 4 poured up to the bottom of strut A.

West John Day Interchange Structure:
All concrete of rigid frame and footings of wing walls poured.

Grading items - 99% complete.

(2) Removing steel column forms at Pier 4, finishing columns at Pier 3 and cleaning up at Bent 3 on the John Day River Bridge. Bethlehem Steel Co. crew and equipment moving on to job in preparation for steel erection.

(3) The footing at Pier 3 was founded on compact sand and gravel at elevation 144, which is 14' higher than the plan elevation for this pier. The contractor had a good deal of difficulty both with his excavation and coffer-dam at this pier. After many delays the State arranged with the Corps of Engineers for the Corps to drill a test hole at each corner of the footing. These showed compact or cemented sand and gravel extending down to solid rock at about elevation 133. Since the sand and gravel material was adequate to carry the design load of 3.8 tons per square foot and since there was no fear of scour at the higher elevation, the footing was poured at elevation 144 instead of being carried down to solid rock as indicated on the design plans.

Steel girders are scheduled to begin arriving on the project tomorrow. These are being fabricated at the Bethlehem plant in Seattle, then shipped by rail to Portland and trucked the 130 miles to the job site.

Material reports have been reviewed and found to be satisfactory. Curb and parapet dimensions on the rigid frame structure were checked and found to comply with the plans.

Myron Clemens, an oiler earning $3.57 per hour, was interviewed and found to be receiving wages in compliance with the specifications.

EDITION OF 1-59 MAY BE USED

OREGON STATE HIGHWAY DEPARTMENT

TO: Mr. I. D. Merchant
Attention: Mr. Ted Roake

SUBJECT: Final Footing Elevations, Pier 3, John Day River Bridge # 108A

FROM: D. W. Callaher

DATE: October 9, 1962

Final Footing Elevations for the bottom of footings at Pier 3 have been determined in the field to be:

Rt. Footing 143.3
Lt. Footing 144.2

/s/ D. W. Callaher
(SIGNATURE)

EXPLORATION SUMMARY

INSPECTOR Churchill

AREA Arlington, Oregon PROJECT U. P. Relocation TYPE EXPLORATION Pneumatic Hamm

LOCATION OF HOLE	HOLE NO.	SAMPLE NO.	ELEV. O.G.	STRATUM FROM-TO	DESCRIPTION OF MATER CLASSIFICATION	PROPORTIONS	SYMBOL	SIZE SAND	SIZE G
Sta. Pier 3 I8ON	PN-3438		143	0' - 12'	Sandy gravel				
S.E. Cor. of So. Cell				12' - 17'	Basalt bedrock				
John Day River									
Sta. Pier 3 I8ON	PN-3439		143.3	0' - 12'	Sandy gravel				
S.W. Cor. of So. Cell				12' - 22'	Basalt bedrock				
John Day River									
Sta. Pier 3 I8ON	PN-3440		143.2	0' - 7'	Sandy gravel				
N.W. Cor. of So. Cell				7' - 10'	Gravelly sand				
John Day River				10' - 15'	Basalt rock				
Sta. Pier 3 I8ON	PN-3441		143.2	0' - 10'	Sandy gravel				
N.E. Cor. of So. Cell				10' - 17'	Basalt Bedrock				
John Day River									
Sta. Pier 3 I8ON	PN-3442		144.6	0' - 5'	Sandy gravel w/cobbles				
N.E. Cor. of No. Cell				5' - 13'	Sandy gravel				
John Day River				13' - 19'	Basalt bedrock				
Sta. Pier 3 I8ON	PN-3443		144.6	0' - 6'	Sandy gravel				
S.W. Cor. of No. Cell				6' - 8'	Gravelly sand				
John Day River				8' - 10'	Sandy gravel				
				10' - 14'	Basalt bedrock				
Sta. Pier 3 I8ON	PN-3444		144.0	0' - 6'	Sandy gravel				
S.E. Cor. of No. Cell				6' - 8'	Gravelly sand				
John Day River				8' - 13'	Sandy gravel				
				13' - 22'	Basalt bedrock				
Sta. Pier 3 I8ON	PN-3445		144.5	0' - 3'	Sandy gravel				
N.W. Cor. of No. Cell				3' - 7'	Gravelly sand				
John Day River				7' - 13'	Gravelly sand w/trace of silt				
				13' - 18'	Basalt bedrock				

EXPLORATION SUMMARY

EXHIBIT C

SHEET 1 OF 3

on ___ TYPE EXPLORATION Pneumatic Hammer DIAM. HOLE ___ BX ___ DATE 8 Oct - 6 Dec 64

DESCRIPTION OF MATERIALS								Elev. Top of Bedrock
FICATION	PROPORTIONS	SYMBOL	SIZE SAND	SIZE GRAV.	MOISTURE	COMPACTION	COLOR	
ravel								
bedrock								
gravel								
bedrock								At 12' (131.3)
gravel								
y sand								
rock								At 10' (133.2)
gravel								
Bedrock								
								At 20' (133.2)
gravel w/cobbles								
gravel								
bedrock								At 12' (131.6)
gravel								
ly sand								
gravel								
bedrock								At 10' (134.6)
gravel								
ly sand								
gravel								At 13' (131.9)
bedrock								
gravel								
ly sand								
ly sand w/traco of silt								
t bedrock								At 13' (131.5)

EXPLORATION SUMMARY

INSPECTOR Churchill

AREA Arlington, Oregon PROJECT U. P. Relocation TYPE EXPLORATION Pneumatic H

LOCATION OF HOLE	HOLE NO.	SAMPLE NO.	ELEV. O.G.	STRATUM FROM-TO	DESCRIPTION OF MATE CLASSIFICATION	PROPORTIONS	SYMBOL	SIZE SAND	SIZ
Sta. Pier 3 I8ON	PN-3438		143	0' - 12'	Sandy gravel				
S.E. Cor. of So. Cell				12' - 17'	Basalt bedrock				
John Day River									
Sta. Pier 3 I8ON	PN-3439		143.3	0' - 12'	Sandy gravel				
S.W. Cor. of So. Cell				12' - 22'	Basalt bedrock				
John Day River									
Sta. Pier 3 I8ON	PN-3440		143.2	0' - 7'	Sandy gravel				
N.W. Cor. of So. Cell				7' - 10'	Gravelly sand				
John Day River				10' - 15'	Basalt rock				
Sta. Pier 3 I8ON	PN-3441		143.2	0' - 10'	Sandy gravel				
N.E. Cor. of So. Cell				10' - 17'	Basalt Bedrock				
John Day River									
Sta. Pier 3 I8ON	PN-3442		144.6	0' - 5'	Sandy gravel w/cobbles				
N.E. Cor. of No. Cell				5' - 13'	Sandy gravel				
John Day River				13' - 19'	Basalt bedrock				
Sta. Pier 3 I8ON	PN-3443		144.6	0' - 6'	Sandy gravel				
S.W. Cor. of No. Cell				6' - 8'	Gravelly sand				
John Day River				8' - 10'	Sandy gravel				
				10' - 14'	Basalt bedrock				
Sta. Pier 3 I8ON	PN-3444		144.0	0' - 6'	Sandy gravel				
S.E. Cor. of No. Cell				6' - 8'	Gravelly sand				
John Day River				8' - 13'	Sandy gravel				
				13' - 22'	Basalt bedrock				
Sta. Pier 3 I8ON	PN-3445		144.5	0' - 3'	Sandy gravel				
N.W. Cor. of No. Cell				3' - 7'	Gravelly sand				
John Day River				7' - 13'	Gravelly sand w/trace of silt				
				13' - 18'	Basalt bedrock				

XPLORATION SUMMARY

EXHIBIT C

SHEET 1 OF 3

___ TYPE EXPLORATION Pneumatic Hammer DIAM. HOLE ____ BX ____ DATE 8 Oct - 6 Dec 62

DESCRIPTION OF MATERIALS								REMARKS
ATION	PROPORTIONS	SYMBOL	SIZE SAND	SIZE GRAV.	MOISTURE	COMPACTION	COLOR	Elev. Top of Bedrock
l								
rock								At 22' (131)
rock								At 12' (131.3)
vel								
and								At 10' (133.2)
ck								
vel								
crock								At 10' (133.2)
el w/cobbles								
vel								At 13' (131.7)
drock								
vel								
sand								
vel								At 10' 133.2
drock								
vel								
sand								At 15' 131.2
vel								
drock								
vel								
sand								
sand w/trace of silt								At 13' 131.5
edrock								

(2) D

ENGR D

1084

FORM S.-303—5M—1.59—15140

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

.....Arlington, Oregon.....
.....October 19, 1962.....

SUBJECT: John Day River Bridge No. 108...
Contract No. 6014
Pier # 3

To: Mr. I. D. Merchant
Bridge Engineer
Salem, Oregon

Footing material exploration notes for Pier 3 of the subject project are enclosed, as per your instructions. No soft or significantly silty material was encountered by this Corps. of Engineer's drill crew in probing overlying material to bed-rock.

It should be noted that at hole No. 2 on the right footing, a void was encountered within the bed-rock formation. This helps point out the nature of this seamed basalt formation.

Bed-rock was found to be at the average elevation of 132.5 for the right footing and 132.4 for the left footing. Location of the wooden cofferdam ring struts prevented drilling closer to the footing corners, as the D-4 cat and air drill was actually lowered into each cell. Drilling was conducted on the 5th, 6th, and 8th of October, 1962.

Footing material consists of compacted sand and gravel, with a scattering of suspended basalt boulders in the left footing only.

A copy of this drill log and complete report of our operation is being submitted by the Foundation Investigation Section of the Corps. of Engineers. Also, telephone approval of this sand and gravel material as our footing foundation has been received from Mr. Curt Hansons of the Corps Walla Walla office.

Footings have now been poured and shaft construction is underway.

D. W. Gallaher

D. W. Gallaher, Res. Br. Eng'r.

cc: Mr. Dean Swift
Mr. L. R. Allen
Bureau of Public Roads
Corps of Engineers

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM OCT 19 1962 PM
7 8 9 10 11 12 1 2 3 4 5 6

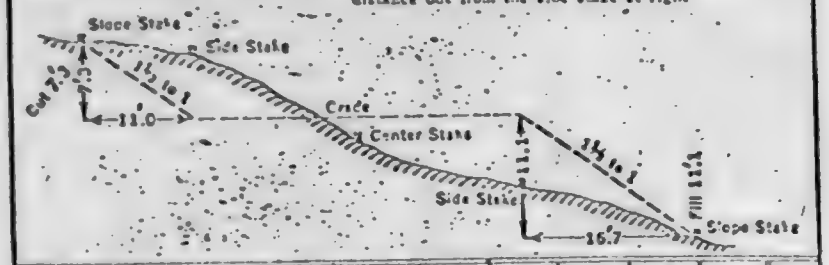
ROUTED
I. D. MERCHANT

4 GPR-
10-1-, TCF

DISTANCES FROM SIDE STAKES FOR CROSS-SECTIONING

Roadway of any Width. Side Slopes 1½ to 1.

In the figure below, opposite 7 under "Cut or Fill" and under .5 read 11.0, the distance cut from the side stake at left. Also, opposite 11 under "Cut or Fill" and under .1 read 16.7, the distance out from the side stake at right



Cut or Fill	0	.1	.2	.3	.4	.5	.6	.7	.8	.9	Cut or Fill
	Distance cut from Side or Shoulder Stake to										
0	0.0	0.2	0.3	0.5	0.6	0.8	0.9	1.1	1.2	1.4	0
1	1.5	1.7	1.8	2.0	2.1	2.3	2.4	2.6	2.7	2.9	1
2	3.0	3.2	3.3	3.5	3.6	3.8	3.9	4.1	4.2	4.4	2
3	4.5	4.7	4.8	5.0	5.1	5.3	5.4	5.6	5.7	5.9	3
4	6.0	6.2	6.3	6.5	6.6	6.8	6.9	7.1	7.2	7.4	4
5	7.5	7.7	7.8	8.0	8.1	8.3	8.4	8.6	8.7	8.9	5
6	9.0	9.2	9.3	9.5	9.6	9.8	9.9	10.1	10.2	10.4	6
7	10.5	10.7	10.8	11.0	11.1	11.3	11.4	11.6	11.7	11.9	7
8	12.0	12.2	12.3	12.5	12.6	12.8	12.9	13.1	13.2	13.4	8
9	13.5	13.7	13.8	14.0	14.1	14.3	14.4	14.6	14.7	14.9	9
10	15.0	15.2	15.3	15.5	15.6	15.8	15.9	16.1	16.2	16.4	10
11	16.5	16.7	16.3	17.0	17.1	17.3	17.4	17.6	17.7	17.9	11
12	18.0	18.2	18.3	18.5	18.6	18.8	18.9	19.1	19.2	19.4	12
13	19.5	19.7	19.8	20.0	20.1	20.3	20.4	20.6	20.7	20.9	13
14	21.0	21.2	21.3	21.5	21.6	21.8	21.9	22.1	22.2	22.4	14
15	22.5	22.7	22.8	23.0	23.1	23.3	23.4	23.6	23.7	23.9	15
16	24.0	24.2	24.3	24.5	24.6	24.8	24.9	25.1	25.2	25.4	16
17	25.5	25.7	25.8	26.0	26.1	26.3	26.4	26.6	26.7	26.9	17
18	27.0	27.2	27.3	27.5	27.6	27.8	27.9	28.1	28.2	28.4	18
19	28.5	28.7	28.8	29.0	29.1	29.3	29.4	29.6	29.7	29.9	19
20	30.0	30.2	30.3	30.5	30.6	30.8	30.9	31.1	31.2	31.4	20
21	31.5	31.7	31.8	32.0	32.1	32.3	32.4	32.6	32.7	32.9	21
22	33.0	33.2	33.3	33.5	33.6	33.8	33.9	34.1	34.2	34.4	22
23	34.5	34.7	34.8	35.0	35.1	35.3	35.4	35.6	35.7	35.9	23
24	36.0	36.2	36.3	36.5	36.6	36.8	36.9	37.1	37.2	37.4	24
25	37.5	37.7	37.8	38.0	38.1	38.3	38.4	38.6	38.7	38.9	25
26	39.0	39.2	39.3	39.5	39.6	39.8	39.9	40.1	40.2	40.4	26
27	40.5	40.7	40.8	41.0	41.1	41.3	41.4	41.6	41.7	41.9	27
28	42.0	42.2	42.3	42.5	42.6	42.8	42.9	43.1	43.2	43.4	28
29	43.5	43.7	43.8	44.0	44.1	44.3	44.4	44.6	44.7	44.9	29
30	45.0	45.2	45.3	45.5	45.6	45.8	45.9	46.1	46.2	46.4	30
31	46.5	46.7	46.8	47.0	47.1	47.3	47.4	47.6	47.7	47.9	31
32	48.0	48.2	48.3	48.5	48.6	48.8	48.9	49.1	49.2	49.4	32
33	49.5	49.7	49.8	50.0	50.1	50.3	50.4	50.6	50.7	50.9	33
34	51.0	51.2	51.3	51.5	51.6	51.8	51.9	52.1	52.2	52.4	34
35	52.5	52.7	52.8	53.0	53.1	53.3	53.4	53.6	53.7	53.9	35
36	54.0	54.2	54.3	54.5	54.6	54.8	54.9	55.1	55.2	55.4	36
37	55.5	55.7	55.8	56.0	56.1	56.3	56.4	56.6	56.7	56.9	37
38	57.0	57.2	57.3	57.5	57.6	57.8	57.9	58.1	58.2	58.4	38
39	58.5	58.7	58.8	59.0	59.1	59.3	59.4	59.6	59.7	59.9	39
40	60.0	60.2	60.3	60.5	60.6	60.8	60.9	61.1	61.2	61.4	40

INDEX

1. Drill Log Narrative
2. Drill Log Left Footing Holes #1 & #2
3. ✓ ✓ ✓ ✓ ✓ #3 & #4
4. ✓ ✓ Right ✓ ✓ #1 & #2
5. ✓ ✓ ✓ ✓ ✓ #3 & #4

Drill Log Narative

CofE Drill crew of from 2 to 3 men using a Pneumatic Wagon Drill mounted on a D-4 Cat, made Probs of Ftg. mtls on the 5th, 6th and 8th of October, 1962.

Due to the nature of drilling system used - no undisturbed samples were taken, and all mtl. was washed and blown out of Drill casing as tailings.

Only a trace of silt was indicated in all holes - by a brownish tint in tailings.

Elevations shown for top of Basalt Bedrock are as correct as could be determined. However, it was obvious that a decomposed & soft Basalt layer of 6" to 12" - lies on top of the Bedrock Formation.

D

All holes showed the same foundation material of compacted sand and gravel - all the way to Basalt Bedrock. No soft material was encountered.

As the Drill Rig was actually lowered into pumped dry cells, it was impossible to reach the actual ftg. Corners - due to cofferdam ring bracing struts.

Footing size 23'-0" x 29'-0"

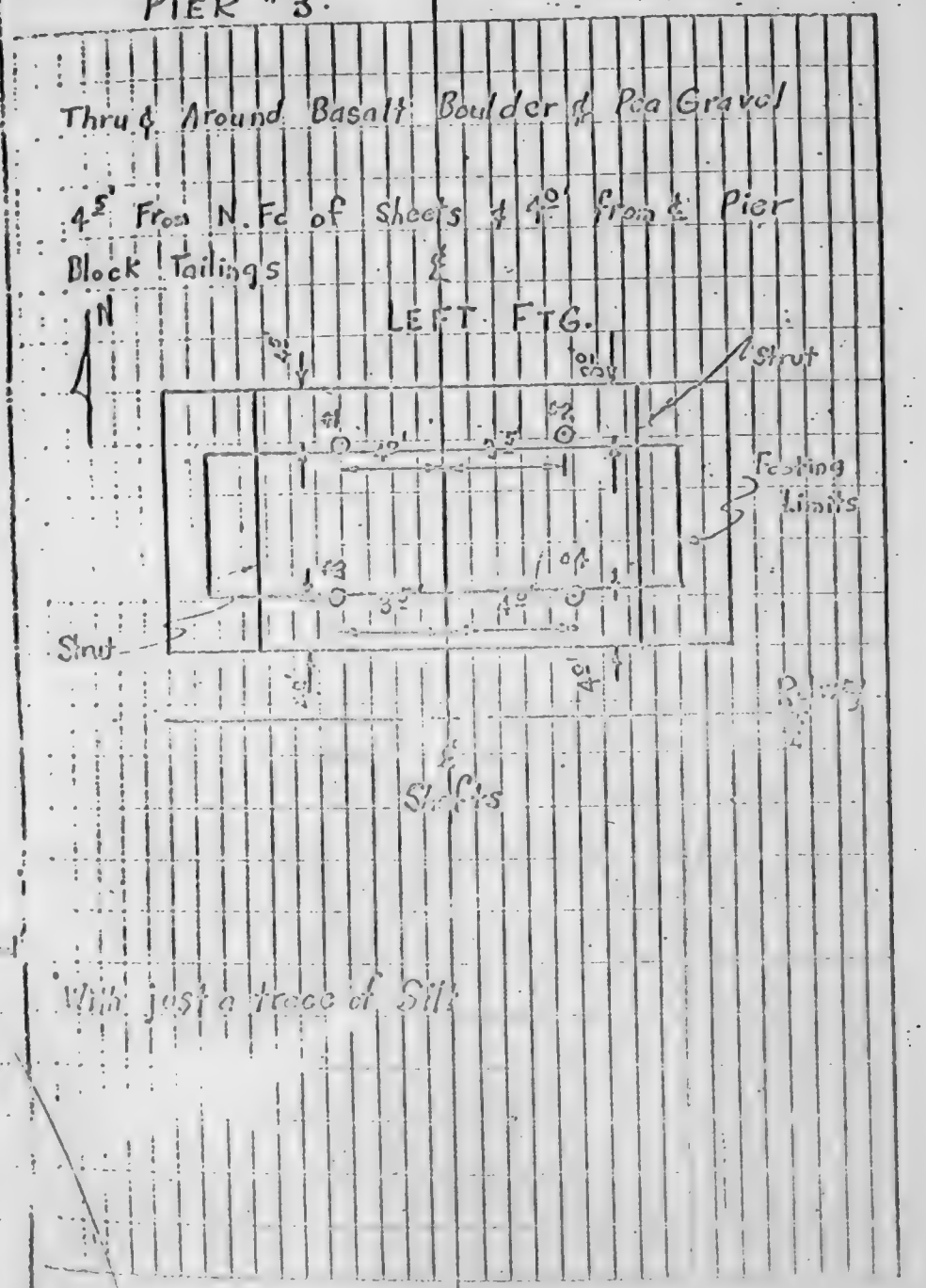
Drill Log	10-5-62	Fair		Hole #1	Left Ftg.
Elev.	144.5	Bot.	Excv.	in Scatter Basalt Boulder	
	141.3	Top	Sandy Gravel	✓	
	140.0	Silty	✓		
	131.7	Bedrock			
	127.0	✓			

Note: All Drilling in Water Brg. Mtl. - with tailings washed.

Drill Log	10-6-62	Fair		Hole #2	Left Ftg.
Elev.	144.6	Bot. Excv.	in Basalt Boulders & Gravel		
	140.1	Sandy	Gravel		
	131.6	Basalt	Bedrock		
	125.8	✓	✓		

2)

PIER #3.



3)

Drill Log	10-6-62	Fair		Hole #3 Left Pg.
Elev.	144.6	Bot. Excv.	Sandy Gravel	
	139.1	Sandy Gravel	with More Sand C...	
	137.1	✓	✓ Less ✓	
	134.9	Basalt	Bedrock.	
	133.1	✓	✓	Bot Hole

Pier #3

3½' from ℄ Shafts & 4½' from Edge Sheet Piling

Drill Log	10-6-62	Fair		Hole #4 Left Pg.
Elev.	141.0	Bot Excv.	Sandy Gravel	
	138.3	Sandy	Gravel with More Sand	
	136.2	✓	✓ Normal	
	131.5	Basalt	Bedrock	
	122.0	✓	✓	Bot Hole

4½' from ℄ Shaft & 4½' from Edge Sheet Piling

Had to Drill ... Per Weathered Rock

Drill Log 10-8-62 Cloudy Hole #1 Right Ftg.

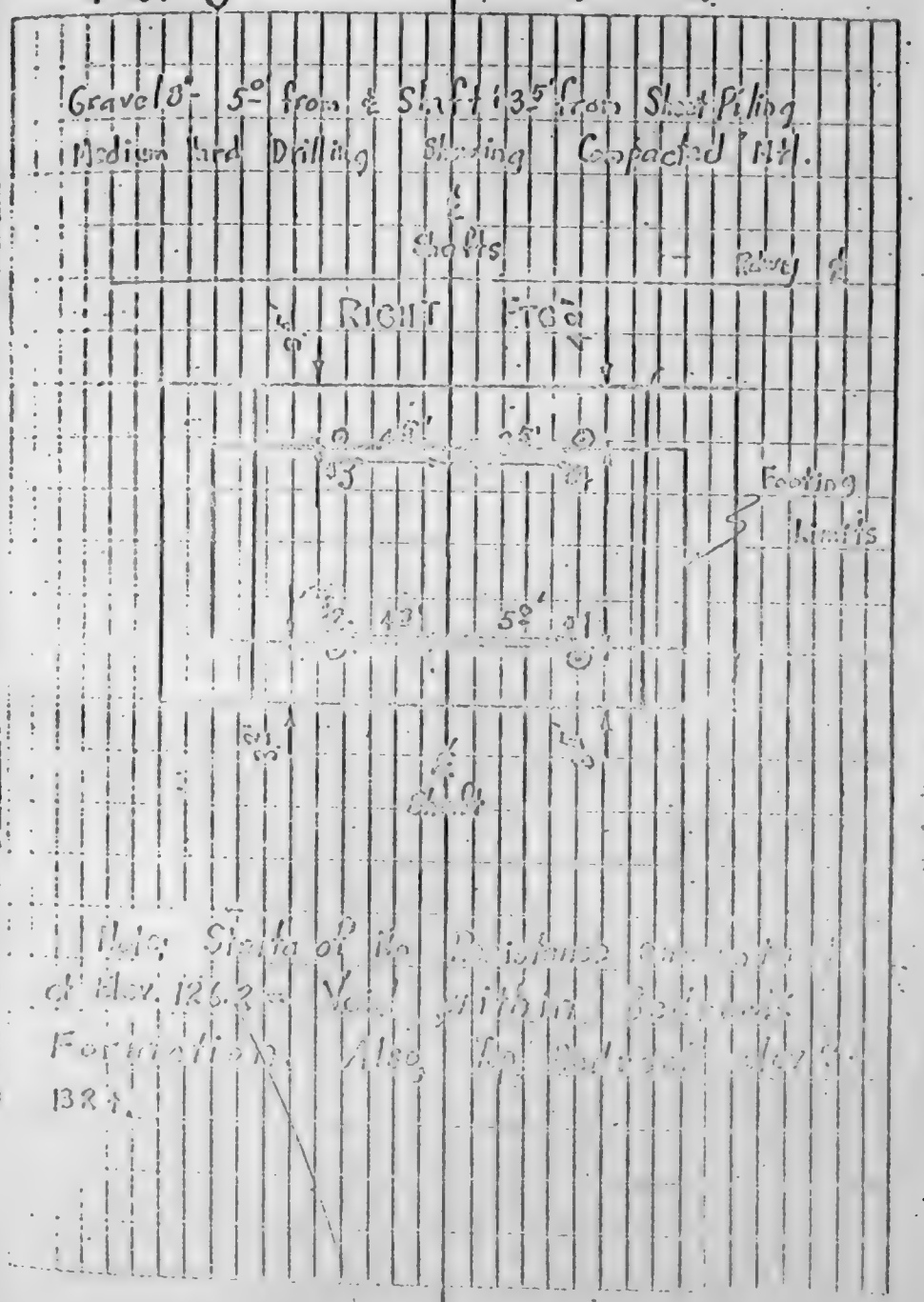
Elev.	143.0	Bot. Excv. in Sandy Gravel
	131.6	Top Basalt Bedrock
	127.0	Bot. Hole ✓
Note:	Same Mat. - Sandy	Gravel all thru. Strata
	one 6"	Layer of Basalt. at Elev. 130±

Drill Log 10-8-62 Cloudy Hole #2 Right Ftg.

Elev.	143.3	Bot. Excv. in Sandy Gravel
	131.8	Top Basalt Bedrock
	126.2	Begin Void
	125.8	Back in Bedrock
	121.8	Bot. Hole ✓

4)

Pier #3


Gravel 0°- 5°- from ℄ Shaft 13.5' from Sheet Piling
Medium hard Drilling Shooting Compacted Fill.
Shafts
Piers ℄
RIGHT Ftg.
Footing limits
Hole Shafts of Pier Drilled to Elev. 126.2 ± Vertical within 1/2 of 1%
Foundation. Also Pier Shafts Vertical within 1/2 of 1%
138 ±

5)

Drill Log	10-8-62	Cloudy	Hole #3	Right Ftg.	Pier #3
Elev.	143.2	Bot Excv. in	Sandy	Gravel	
	135.7	Gravelly	Sand		
	133.6	Basalt	Bedrock		
	127.0	Bot Hole			

Drill Log	10-8-62	Cloudy	Hole #4	Right Ftg.	
Elev.	143.2	Bot Excv. in	Sandy	Gravel	
	133.2	Basalt	Bedrock		
	126.0	Bot	Hole.		

Form CD-121
(11-63)
(Prea. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Snow
Stephenson

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 28, 1965

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project ER-96(1), John Day River Bridge
Repair of damage caused by December 1964 flood

As requested in Mr. Young's January 26, 1965 letter advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur effective January 27, 1965 under the authority given us by our Washington office, in the award of contract no. 6537 to General Construction Company of Portland, Oregon, low bidder in the amount of $765,272.00 at the January 26, 1965 bid opening.

An authorization has been received to increase emergency funds from $476,000 to $557,700. You are cautioned that any increase in emergency funds that may occur subsequently for this project must be obtained from underruns of ER project obligated funds, or that another request for emergency funds must be made.

Our concurrence in your award is conditioned to the finding of eligibility of costs with the Corps of Engineers, as mentioned in our January 4, 1965 program approval memorandum and January 11, 1965 P.S.&E. approval memorandum.

Mr. Merchant's January 27, 1964 explanation of the engineers estimate being based upon data obtained prior to the water receding from the foundation and the resultant failure to take into consideration in the item for shoring and cribbing the large amount of unanticipated work to clear the footing area of the original pier footing by underwater drilling and shooting is concurred in by this office. We also understand that bidders were influenced by the January 12, 1965 addendum which put the bidders on notice that the original excavation for Pier 3 "disclosed boulders of such magnitude, in sandy gravel material, as to make driving of sheet piling impossible."

Analysis of all factors outlined in this exchange of correspondence indicates that acceptance of the low bid is economically justified.

NOTED
LLOYD P. SHAW

Copy to Stephenson 1-29-65

Copy to Young 2-1-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 29 1965
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY,
WASCO
DAVID B. SIMPSON,
PORTLAND
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 27, 1965

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

General Construction Company
P. O. Box 3848
Seattle, Washington 98124

Gentlemen:

The State Highway Commission on January 27, 1965 awarded to you State Highway Contract No. 6537 for the following project:

John Day River Bridge Repair on the Columbia River Highway, east of The Dalles in Gilliam and Sherman Counties.

This award was based on your low bid of $765,272.00 which was submitted to the Commission on January 26, 1965 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (BPAC)
I. D. Marchant

RECEIVED
JAN 27 1965
FOR FILING
FH 96(1)
237

January 26, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Your concurrence is hereby requested in the award of contract for the John Day River Bridge, Project ER-96(1), to General Construction Company based on the low bid of $765,272.00 received on January 26, 1965.

Ten bids were received from competent and reliable bidders and ranged from $765,272.00 to $1,240,588.00.

The low bid is 12.5% above the Engineer's estimate which was $680,134.00 making an overage of $85,138.00. This difference is mainly due to the bids for the item "Shoring, Cribbing, etc." which ranged from $150,000.00 to $370,000.00. It is apparent the Engineer's estimate of $65,000.00 was too low.

We feel that it is in the public interest to award the contract at this time due to the urgency of restoring the facility. Also, we feel that from the caliber of bidders and the closeness of the bids, we would not receive a more favorable bid.

All rights of way or rights of entry have been acquired.

The low bidder completed the statement in our Proposal regarding nondiscrimination in employment as required by Bureau of Public Roads PM 20-4-64.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:bb

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JAN 27 1965

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JAN 25 1965
FOR FILING

ER-96(1)

January 19, 1965
Salem, Oregon

Memo to the Files

Cumming and Webber
John Day River Bridge Repair

I contacted Mr. P. M. Stephenson this morning concerning Cumming and Webber, Inc. request for proposal forms to bid on the John Day River Bridge Repair project on which bids are to be received January 26.

I explained to Mr. Stephenson that we had prequalified this firm for $600,000 (three factor) and that we had written the firm a letter on January 15 stating that informational plans for the project had been forwarded to them as the engineer's estimate on this job is considerably more than the amount of their prequalification rating and suggested a joint venture.

On Monday, January 18, Mr. Russell Webber telephoned stating that they are very much interested in bidding on the job and if they were successful that Mr. Vern Glidden, formerly of Pacific Concrete Company, would be the Superintendent on the project. He also stated that Mr. Wayne Lowe, formerly of Pacific Concrete Company, would do the engineering. Mr. Webber said the necessary bonding could be secured.

I showed their prequalification statement to Mr. Stephenson and explained to him the reason for the small factor was due to the size of jobs which they had performed. Also the type of work that they had been doing was primarily construction of apartment units.

Mr. Stephenson told me to send them a proposal form for the project in view of the fact that Mr. Glidden would be their Superintendent in the event they were successful in getting the contract.

Later in the day I telephoned Mr. Webber telling him that we had forwarded a proposal form to them. I asked him to send to us a letter explaining that if they were the successful bidders that Mr. Vern Glidden would be their Superintendent on the John Day River Bridge Repair project and that the necessary bonding could be secured.

Mr. Cecil Head
Assistant Secretary

CWH:jf

RECEIVED
JAN 21 1965

File

CUMMING and WEBBER

Homes - Multiple Dwellings - Motels - Apartments - Industrial & Commercial Structures

600 S. E. 181st AVENUE
PORTLAND 33, OREGON
665-3148

ALL TYPES NEW CONSTRUCTION
CUSTOM BUILT

January 19, 1965

State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. C.W. Head

Gentlemen:

Please find enclosed copy of a letter from Security Bank of Oregon confirming our financial ability to work the John Day River bridge job.

Also, I wish to take this opportunity to confirm our conversation of the 19th in regard to Mr. Vern Glidden and Mr. Wayne Lowell. Mr. Glidden has agreed to work for us in the capacity of Superintendent on the John Day Bridge job in the event we receive the bid. Also, Mr. Lowell has been a part of our organization for several months. We have several other competent men in supervisory capacities, all of whom would be employed full time for this project, should the bid be awarded to us.

We further will carry all risk insurance to further stabalize our position. If we can be of further assistance please advise us at once. Thank you very much.

Very truly yours,

CUMMING & WEBBER, INC.

Russell A. Webber

Russell A. Webber
President

raw/hlp
enc

FILED
FLOOD GALLERY

NOTED
C. W. HEAD

RECEIVED
OREGON
HIGHWAY COMMISSION

RECEIVED
SEP 1 1965

SECURITY BANK OF OREGON

318 S. W. SIXTH AVENUE • PORTLAND, OREGON 97204 • PHONE: 226-7331

January 19, 1965

Mansfield and Company
1975 S. W. 5th Avenue
Portland, Oregon

Attention: Mr. Al Mansfield

Dear Mr. Mansfield:

In discussion with Mr. Webber of Cumming & Webber, we were today informed that they were submitting a bid for the rebuilding of the John Day River Bridge.

It has been our practice in the past to supply working capital to Cumming & Webber for their payroll needs and other necessities and in the event they should become a successful bidder on this job, you may construe this as verification of our willingness to perform in a like manner in taking care of their financial needs.

Very truly yours,

E. A. Hendricksen
Vice President

EAH: js

RECEIVED
JAN 20 1965
OREGON
STATE HIGHWAY COMMISSION

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JOHN DAY RIVER BRIDGE

During the week of December 20-26, a flood of unprecedented magnitude struck the state of Oregon. This was caused from an early snowpack, in many places on frozen ground, followed by a rapid rise in temperature with heavy rainfall, resulting in a fast melting of the snowpack. This caused a rapid rise in many Oregon streams. The John Day River was one that was affected to a large degree.

Discharge records have been examined back to 1894, which was a year of unusually high water. At the gage closest to the site of the John Day Bridge, discharge at that time showed 39,100 c.f.s. During the intervening years, maximum discharge probably was in the 12,000 to 14,000 c.f.s. category, until December 22, the date of the bridge washout, when a discharge of 37,000 c.f.s. was recorded and the same flood reached a discharge of 45,000 c.f.s. on December 24. It has been roughly estimated that the water level on December 22 would be attained once in 75 years and that the level on December 24, about once in 200 years.

The John Day River Bridge is basically a series of six deck trusses. The trusses are 202 feet in length and 22 feet in depth. Many of the truss members are composed of high strength modern steel which permitted the use of higher working stresses and therefore a lesser over-all structural weight. The bridge was supported on conventional concrete piers, three of which were designed with piling support and three which were founded on natural ground. In the interest of over-all economy, span lengths were chosen which resulted in the lowest over-all cost. This resulted in the placement of one pier near the center of the channel of the John Day River. This stream, as can be seen from the previously mentioned runoffs, is usually not one of violent floods or high water, the highest water stages in the immediate area being from backwater by the Columbia River with the resultant pool being slack water.

Pier 3 was the one washed out by the flood and during the construction of the footing or foundation for this pier, excavation was carried to a point of practical refusal. The material encountered was a compacted semi-conglomerate of sand and gravel and was so dense that it was

impossible to drive piling into it. In fact, it was so hard that the sheet piling comprising the contractor's cofferdam actually bent and turned up at the tips. To carry this excavation lower would have required drilling and the use of explosives.

Before a decision was made to found the footing on these strata, core drills were made which extended into bedrock. The cores revealed that the strata below the excavation elevation were composed of like compacted gravel materials which were more than adequate to carry the designed loading to be superimposed upon it. Inasmuch as this was some 11 to 12 feet below the streambed, it was felt that no danger to the structure could occur because of scour or stream erosion. At this time, it is a simple matter to "second guess" the engineers who made the decision to found the footing at this elevation. However, if any of us were placed in their position back in 1962 when the decision was made, I doubt if our finding would have been different.

I believe it is public knowledge that three investigations of this washout are now underway: one, by the Chief Bridge Engineer of the Federal Bureau of Public

Roads; one, by an Assistant Bridge Engineer of the Oregon Highway Department, who was not connected in any way with the project; and, one, at the request of the Governor by the Tudor Engineering Company of San Francisco. It is premature for me to attempt to speculate as to the findings of these investigations but I believe I can say that as far as information is available, there appears to be no structural defect in any of the construction. There appears to be no shortcoming in any item of design, but the judgment to found the footing for pier 3 at the elevation chosen proved to be wrong.

As has been stated, and as you know, the flood of December 22 scoured out the channel of the John Day River to a point where pier 3 settled and consequently caused spans 2 and 3 to collapse into the stream. It is proper to note that after this pier was constructed, it withstood two high water periods of the John Day River and had not a flood of such violent intensity occurred, I am certain that it would have withstood normal flood until the backwater pool for the new John Day Dam was established. Once the Columbia River is backed up by the John Day Dam, this bridge will be entirely in an area of slack water and erosion would then cause no problem.

This, briefly, is the best information available to date and it is anticipated that the formal investigations now underway will be completed and the findings made public within the next three weeks or so.

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JAN 20 1965
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

n La Grande, Oregon
January 15, 1965

SUBJECT: Christmas Flood, 1964

To:

Mr. R. L. Porter
Deputy State Highway Engineer
Salem

Pursuant to your verbal request for stories concerning the flood in the John Day River area, I have obtained the attached narrative reports from Resident Engineer Stump at John Day; Resident Engineer Ansell at Dayville; Norman Cox, Section Foreman at John Day; Glenn Hill, Section Foreman at Dayville; and Dutch Roland, Section Foreman at Spray. I trust this is what you wanted. Please advise if you wish any further information.

I wish to call your attention to the fact that the five spans at Dayville were constructed in 1922. - This on our bridge.

A. F. Parson
Division Engineer

AFP:if

Attachments

cc: E. S. Hunter w/copy of reports
J. B. Bangert
L. C. Smitton

R. L. Parton
w/copy: Hannan

FORM E-50 80M 2-63 41907

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

JAN 14 1965
NOTED
C. D. CANNON
REC'D DIV. OFFICE
LA GRANDE

Jan. 13, 1965
Dayville, Oregon

SUBJECT: Report on Christmas Flood 1964

To: Mr. A. F. Parson
Division Engineer
La Grande, Oregon

The Dec. 23 flood was preceded by 2 days of high temperatures (in the 40 to 50 degree range) abundance of rain and winds that kept power and phone service out for most of Monday and Tuesday. This wind choked streams and rivers with limbs and debris which added to the difficulty. Another element which also added was an abundant snow pack, the best local people had seen.

At about 3 PM the river through Dayville (South Fork John Day River) was very high, running full bank to bank, and by 4 PM was over the banks, taking the bridge out at 4:45 PM Tuesday.

Failure of bridge over South Fork was due mainly to floating debris (including buildings) lodging against main span, forcing water to veer to the left, and floating the timber span section away. I think if bridge were to have had 5 to 6 feet more clearance it would still be there.

I questioned several "Old Timers" after the flood, they all said it was by far the worst flood they had ever seen in the John Day Valley.

There was a definite breakdown in communications in this area and I believe the situation could have been eased somewhat by having had a few more radios.

C. K. Arnell
Resident Engineer

R. L. Porter
Copy: Hunter

NOTED
C. D. CANNON

FORM E-20X REV 3-60 40000

OREGON STATE HIGHWAY DEPARTMENT

JAN 14 1965

INTER-DEPARTMENT CORRESPONDENCE

January 13, 1965
John Day, Oregon

RECD BY DIST
LA GR

SUBJECT: NARATIVE OF EVENTS LEADING UP TO FLOOD

To:

A F Parson
Division Engineer
La Grande

Events leading up to the flooding during the week of December 21st to 27th, 1964, apparently was caused by various changes in the weather.

After snow had accumulated in the hills prior to December 18th, a cold spell hit with a low of -11 degrees in John Day. Heavy winds prevailed for a couple of days, then a warming trend or chinook winds, brought melting shows. Intermittent rain came all week with a 0.50 of inch recorded during the day at the height of the flood. All this brought high water in the afternoon of the 22nd. On this date my office crew watched the river at different times. At approx 11:00 AM that morning the river was about 2 feet below the bank level and by 5:00 PM had spread over the banks and across a field to the foot of the hills a distance of about ½ mile, and appearred to be about a foot or so deep.

With the swiftness of the rise in the river it overflowed its banks in many places causing excess water in a good many places along the roadway in which pipes were overloaded to the extent water went over the highway in many low areas. As water was the highest it has been for years, more debris was accumulated in some areas, causing plugging of culverts, bridges and etc. I believe that the excess debris along the river and flats had a good deal to do with the sudden change in the course of the river in some cases.

Several low areas in the John Day vicinity were flooded by water going through the gravel (tailings) from the presure of the high water in the main stream bed.

People in general that have lived in the area for years, say that this flood was the worst they had seen here in the John Day Valley. Several older bridges which had been in place for many years and survived other high water, were washed out by thid sudden rise and swiftness of the river.

I am enclosing clippings showing the temperature recorded at John Day and Dayville during the week of the flood, which show the warming trend that brought the melting snow in the higher elevations nearby.

M. L. Stump
Resident Engineer

LITTERED FIELD—This area just below Dayville has been covered with silt and large accumulations of debris from the Christmas flood. Two bridges in this area were torn out. One can be seen near the river in the top left part of the picture. (BME photo)

DAYVILLE BRIDGE—State Highway crews worked rapidly during the peak of the flood crisis to rebuild the west approach to the South Fork bridge, which was washed away by the turbulent overflow. Heavy equipment can be seen at the site in this picture. (BME photo)

Dayville Weather

High temperature for the week was 57 on December 22 and 24. Low was 32 on December 27. There was severe wind on December 21.

High for this week in 1963 was 53 on December 24 and 25. Low was 25 on December 22. There was precipitation on three days with a total of .11 for the week.

Official readings for the week of December 21-27:

Date	H	L	P
December 21	55	34	.64
December 22	57	48	.67
December 23	55	47	.07
December 24	57	48	.15
December 25	51	36	.25
December 26	53	37	.05
December 27	45	32	.12

High temperature for the week of December 28 - January 3 was 44 on January 3. Low was 10 on December 31.

High temperature for this week in 1963 and '64 was 65 on January 1. Low was 23 on January 3. There was precipitation on two days, a trace on December 31, with a total of .38 for the week.

Total precipitation for the month of December, 1964, was 3.58.

Total precipitation for the month of December, 1963, was .62.

Official readings for the week:

Date	H	L	P	Sn.
December 28	40	28		T
December 29	34	23	.15	3 in.
December 30	35	19	.08	1 in.
December 31	31	10		
January 1	36	11		
January 2	41	28	.09	2 in.
January 3	44	30	.12	T

Temperatures during the two-weeks period ranged from a low of 11 degrees below zero Dec. 18 to a high of 55 degrees Dec. 22, at the height of the flood. Precipitation, ranging from only a trace to a half-inch was recorded every day during the period except Dec. 18. Other weather features have included, at various times during the period, a deep freeze (the −11 degrees was the coldest of the season), chinook winds which aggravated the run-off and added to the flood damage, mostly cloudy skies with intermittent sunshine, and considerable rain giving way at times to light snow. Greatest snow depth on the valley floor was one inch, recorded Dec. 19 and again Dec. 28.

Here are the daily readings from the official weather bureau instruments at the John Day disposal plant:

Date	H	L	P
Dec. 18	17	−11	
Dec. 19	38	14	.05
Dec. 20	45	24	.10
Dec. 21	47	31	.29
Dec. 22	55	43	.13
Dec. 23	54	42	.50
Dec. 24	48	39	.40
Dec. 25	49	32	.07
Dec. 26	47	32	.10
Dec. 27	49	29	.01
Dec. 28	39	20	.03
Dec. 29	36	23	tr
Dec. 30	31	18	.02
Dec. 31	36	17	tr

All readings are for the 24-hour period ending at 8 a. m. on the date stated.

R. L. Porter
w/copy: Huntley
A. C. Folo

A. L. Parsons,
Division Engineer,
La Grande, Oregon.

JAN 14 1965

REC'D DIV. OFFICE
LA GRANDE

Dear "Doc".

On December 22-1964, we had one of the worst floods in the history of Dayville, Oregon.

The weather had turned very warm and it had rained hard and quite steady for nearly seventy two hours. I had a call that morning, telling me, there was a rock slide in the Gorge, West of Dayville. While we were working there, we noticed the river was rising fast. Then we were notified, by radio, that the pier on the Moon Creek Bridge, east of town, was washing badly. We loaded our trucks with rock and dumped it around the pier. The river was rising about a foot an hour by that time and logs and trash were sailing by. We took pike poles to push the

trash through under the bridges. About 3:30 in the afternoon I had orders to close the highway at the Ochoco Junction. All rivers and creeks were on the rampage. We got back to the Dayville bridge about 4:30 p.m. and the water was splashing on top of the bridge. Two houses belonging to Clyde Laughlin, a large tool shed and some chicken houses came floating down the river and jammed against the steel structure. After a few minutes they broke up in small pieces and were swept away. But the force of the water against the buildings caused the wooden part of the bridge to give away. All the bridges on the South Fork of the John Day were washed out, as were all of the farmers and County bridges along the Main John Day. The highway was washed out as far as the center, in three places between

Dayville and Mt Vernon. West of town, the water was three fut deep in many places, over the highway It was three day before we could travel in that direction. When we did get down that way we found most of the shoulders of the road washed away. Johnny Kirk Spring State Park was completly destroyed.

Many people along the river, were forced to leave their homes. Mrs. Erikson was trapped in her home until eleven oclock that night. We could not get to her because of the logs and debris. We finally did get a large boat and rescued her.

Many cattle were lost. Reports are, that Mr. Nash lost forty head and Alvin Brown, ten head. The next morning most of the cattle were fed on the highway as the water was too deep in the fields to put the hay there.

The next day we gathered all available

equipment and started building a crossing where our bridge had been, and by Saturday evening, December 26th we had the traffic on it's way again.

But there still remains a lot of repairing to do. It will take several months to repair the damage, that was done in a few hours time.

Glenn Hill
Dayville Oregon

K. A. Porter
w/copy to Mr. [illegible]

NOTED
C. D. CANNON

1-12-65

A. F. Parsons
Division Engineer
La Grande, Oregon

The week-end December 19-20 prior to the flood, we had 24 in. of new snow on the Heppner Mountain. Also some snow in the lower areas. At 6 A.M. December 21st. the snow storm turned into rain, and in the next 3 days it rained 6 inches right here in Spray.

The first high water we was bothered with was in the Chapin Creek area on the north side of Heppner Mountain. On the 21st and 22nd the bridge and pipes would not take the water, and was going across the road in 3 or 4 places. this water all went down rock Creek

When we came off the Mountain at 4:30 P.M. Tuesday the 22nd. it looked like the John Day river had raised 3 or 4 feet it was still pouring rain. And I told my crew it looked like we would have some high water by morning.

I went to bed early because I have only one man on nights and thought I had better get up at midnite and go out with him. I got up at 11:30 and the power was off. I called my night man over to my house. and told him I would make Coffee. as he has an electric stove and had no way to Cook. we were just leaving the house at about 12:30 a.m. when one of my crew, Sidney Biett. who lives about 2 miles west of Spray. Came in and said he and his neighbor

right below him had about 2 ft
of water in their houses and
had to move out. he had
brought his family to town and
started back after more of his
house hold goods and there
was 3 to 4 ft of water across
the highway at M.P. 90 about
1 mile west of Spray.

Both of these houses have been
there 40 or 50 years and had
never been bothered by high
water before.

I put up a road closed
sign west of Spray. and sent
my night man over the
mountain to see what conditions
were like that way.

I took flares and signs and
started east on #19. I got to
M.P. 103 about 10 miles east
and found 3 or 4 ft of water

across the road. I came back and put a road Closed sign at the Heppner junction to keep any one from going east.

All I this time we had no power or no Communications I any kind, as the long distance Telephones were out and I have no radios.

The next day I got to Hardman, Ore. and Called Larry Smitton and told him ~~that the~~ what things were like here, he told me that the whole State I Oregon was flooded. The John Day bridge was washed out and almost all roads were closed

Larry told me to here any equipment available and do what I Could to get the traffic moving in this area. I was lucky enough to get some good

equipment, and as I couldn't do anything on my section due to high water, I went to work on the Service Creek - Fossil section's which had some washouts from Service Creek to the Shelton State Park area.

The bridge at Service Creek Mitchell Jct. was out. Also the approach & the John Day bridge was washed out on the south end.

The bridge Crew Came in from Ontario and repaired the Service Creek bridge and I sent the equipment I had around to the south end & the John Day bridge. It took about 2500 yds & rock to put the approach back. I think it was Jan. 3rd. when we got these bridges open to traffic

6" this opened up the road through to Mitchell on #207.

I was more fortunate than some in damage to my section & road, but all the farms the full length & the valley were heavily damaged. The Steinwalt Brothers ranch 1 mile east & Kimberley Ore. lost their river bridge. this bridge was built 18 yrs ago and had with stood all high water up until this time. The Bud McCarty ranch on the south side & the river had a Cable bridge that was put in about 35 yrs ago. This was taken out isolating his ranch except by boat or horse back. The bridge 5 miles west & Spray put in 18 yrs ago by the Hudspeth Logging Co. was washed out

isolating 2 large ranches. I would judge 90% of the bottom land was covered with water depositing tons of debris and silt, almost all fences, feed lots and irrigation systems were destroyed. I would say that the river raised 4 ft during the day of the 22nd. and from 4:30 that evening until I got out at midnite it must have raised at least another 16 fut

The Walter Britt ranch across the river from Spray, consisting of 400 acres of bottom land was completely under water. he lost 250 head of sheep out of a heard of 300. Mick Chapman above Spray lost 27 head of Cattle, one ranch in the Clarno area lost 175 head of Cattle.

The Mill at Spray was under

water, damaging all their electric motors. And lost about 1,000,000 feet of logs. The owner told me their loss was at least $100,000

I talked to one of my neighbors this morning - (John Butler) who has lived on the John Day river between Spray and Service Creek for 55 yrs. he said this was the highest he had ever seen the river he said he thought it was at least 4 ft higher than during the flood of March 1932.

If I can get about 6000 yds of rip rap rock and about 2 months of good hard maintenance work I will be ready for the spring run ??

Dutch Roland
Section Foreman
Spray, Oregon

R. F. Porter
(1 copy) Hardin
" A. Tall

DOE
JAN 1[illegible] 1965
REC'D DIV. OFFICE
LA GRANDE

John Day, Oregon
January 9, 1965

Mr. A. F. Parson
Division Engineer
La Grande, Oregon

Dear Sir:

In answer to your request for a summary of some of the unusual happenings during the Christmas flood of 1964 in the John Day area, the following is some of the data I have observed and learned from responsible people of this area.

After the John Day River and some of itw tributaries had reached what would be ordinary flood stage, there seemed to be a second high crest that raised in just a few hours, like at the US Forest Service log truck scaling area west of John Day at M.P. 161, the river raised two and one half feet in one and one half hours flooding across US 26 at the east approach of the State truck scales. One other strange thing in this area, on the South side of Highway US 26 between MP 160.4 and 160.8 small geysers from six inches to over a foot high appeared over quite a large area in the dredge tailings, flooding homes in that vicinity as much as four feet in and around the houses, this same thing I observed in one of the State stock pile sites at Mr.Vernon while we were in there removing a scoop-mobile loader. Mr. Walter Valade, retired section's helper at Dayville informed Mr. Melvin Willis and myself that the South fork of the John Day River rose six and one half feet in two and three quarter hours.

Indian Creek - MP 170.49 on US 26 was three times as high as any flooding of this creek in the twenty one years I have watched it. It overflooded the Old Highway which is now a county road south of the present highway, flooding over large meadows for three quarters of a mile West then back over US 26 to the river. MP of this overflow is 169.5 to 170.2.

The John Day River scoured out and destroyed channel work that had withstood all high water since being built twelve years ago, this area is above the John Day River at MP 170.62.

Another account of rapid rising water at the Jack Hansen home, MP 155.05 on the John Day Highway. As I passed this point I noticed the water getting to the top of Hansen's driveway, but not yet over it. I notified Jack as to the condition and he left Mt. Vernon approximately fifteen to twenty minutes later to come to John Day and get his car to move his family out, but by the time he arrived at his house the water was two to two and one half feet deep over the driveway, time elapsed was not over thirty minutes. This flood water was diverted from river channel from one to two miles above the Hansen home, spreading over fields, then gathering again forming swift channel between Hansen home and highway fill, flowing on one half mile and overflowing Highway about six or seven hundred feet in length with depth up to twelve inches at MP 154.5, doing extensive washing out of shoulders.

Nearly all farm bridges were washed out, some completely destroyed. Two of which, according to Mr. Herman Oliver, had been in use on the Oliver ranches for over thirty years, both of these were moved several hundred feet down stream, one of these bridges was a timber truss type.

At Mt. Vernon, Beech Creek overflowed above the bridge on US 26 and put water over the highway both east and west of the bridge, the water on US 395 one half block North of the Junction stop sign was about three feet deep. An old concrete dam on the lower side of Beech Creek bridge, used to hold water up for irrigation, ripped apart with loud cracking sound and was washed on down stream, this dam has been in place for years and had withstood all highwater.

We had considerable scouring of road way shoulders north of Mt. Vernon in areas that had never been bothered or washed out before this Christmas week flood.

One final observation; the gorge below Dayville seemed to act as a dam and only let so much water thru, forming a lake above the gorge for a mile or more in length and from hill to hill across the Mascall ranch. If it hadn't been for this retarding of the full flow of the river, I do not believe there would have been much highway left between there and Kimberly.

Yours very truly

Norman Cox

Norman Cox

HOME ADDRESS
VICTOR ATIYEH
7690 S. W. FAIRMOOR ST
PORTLAND, OREGON

STATE OF OREGON
OREGON STATE SENATE
SALEM

January 14, 1965

The Honorable Mark O. Hatfield
Governor of Oregon
Salem, Oregon

Dear Mark:

Enclosed are some clippings which were given to me in a discussion with geologists. They asked me two questions, which I am passing on to you.

One, "Were our highway soil engineers and highway geologist consultant on the location of the John Day River bridge and the Highway 80N bridge at Biggs?" Second, "Why were these bridges located on the curve of a meander?"

This note doesn't need an answer but the questions may be of some help to you during your investigation.

Very truly yours,

VGA

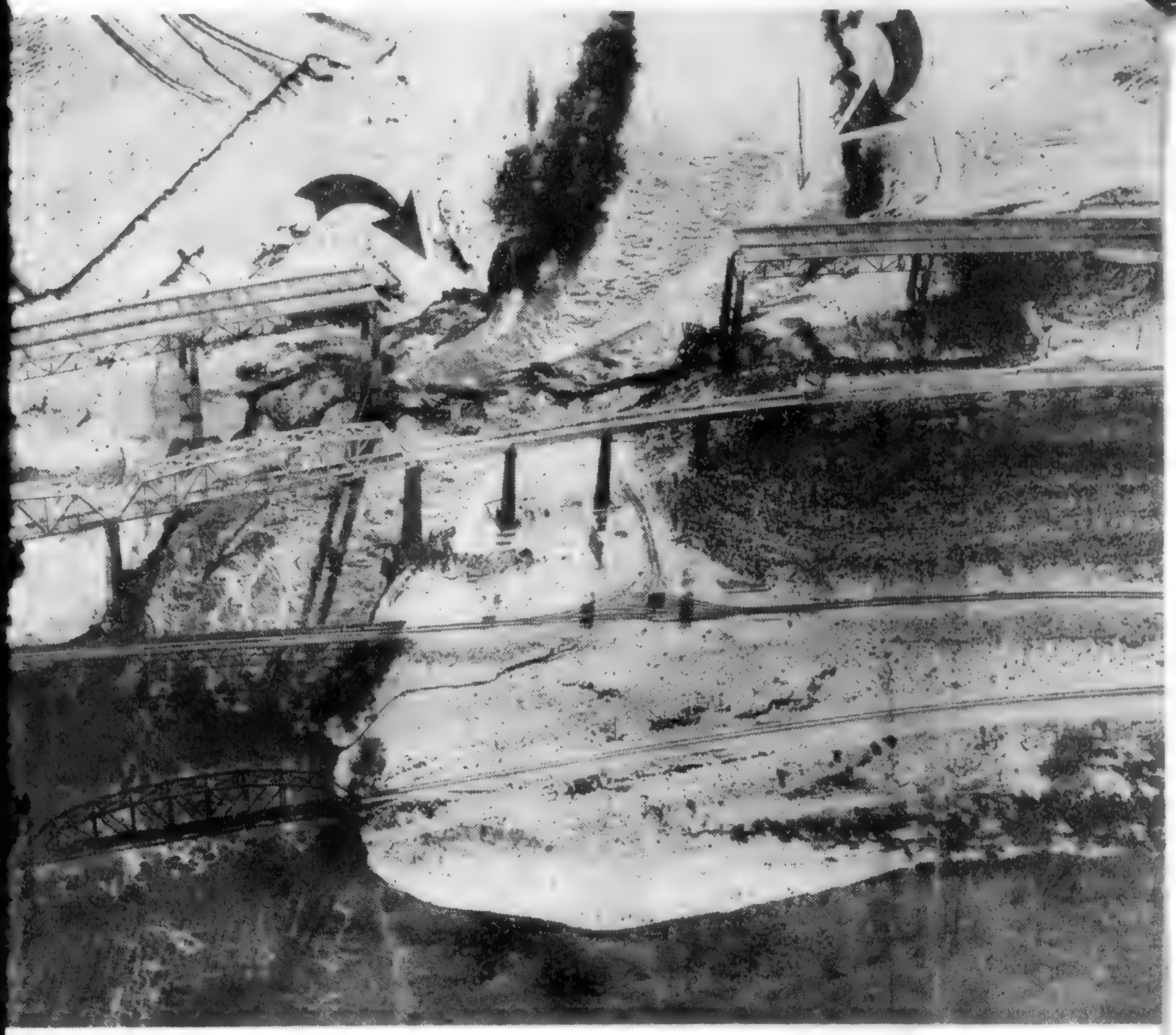
Victor G. Atiyeh

VGA mc
Enc

Washouts, Air, Boat Rescues Tell Gri

VICTIM OF Oregon's flood disaster was year-old Highway 80N bridge over John Day River. Undermined pier dropped center span into river, taking life of Dr. Joseph R. Dickson, Chinook, Mont. Bridges are, from bottom, old railway bridge, old railway bridge and new highwa

ir, Boat Rescues Tell Grim Story



r-old pier dropped center span into river, taking life of Dr. bottom, old railway bridge, old highway bridge, new
ned Joseph R. Dickson, Chinook, Mont. Bridges are, from railway bridge and new highway bridge. (Bacon)

Aerial Survey Reveals Extent Of Flooding

By LEVERETT RICHARDS
Aviation Editor, The Oregonian

The Columbia River area looked like a drowned rat as seen from the air Wednesday.

High wheatlands of Eastern Oregon and Washington looked like mud flats. But the valleys were lakes. And gulleys that yesterday were racetracks for rattlesnakes, today were Grand Canyons, piled high with the debris of Oregon's worst flood disaster.

Waters Recede

The raging waters were gone Wednesday out of most of these streams, but the bodies of cattle and cars and bridges, and railways marked the trail of the flood.

The damage, seen from the air, is awesome — far more impressive than the Columbus Day Storm of 1962 or even the Vanport Flood of 1948, but in a different way. The Columbia just keeps on rolling, ignoring the burden of water poured into its ample reaches.

But on every tributary the mark of the beast can be seen. The spectacular bridge over the John Day River on Highway 80N, built for eternity, almost isn't. The tallest, center pier, and the highest, center span, are gone.

Deck Gone

There is no sign of the deck of the bridge itself, only a few green girders, the main bridge supports, twisted like a handful of old coat hangars — and no sign of Dr. Joseph R. Dickson, of Chinook, Mont., or the car in which he was trapped when the bridge fell.

The town of Rufus, 5 miles west of John Day Dam, is a mess; what's left of it. A wall of water roared out of Gehrking canyon behind the town by night, undermining the town's major trailer camp, covering the main highway with mud and debris for a quarter of a mile, undercutting the pavement, digging new channels and toppling trailers into the flood.

The town's water supply was washed out, all communications cut and highways severed on all sides, but construction equipment stranded in town was being used Wednesday to clear some of the main streets. A helicopter was bringing in emergency medical supplies.

Bridges Smashed

At Biggs Junction both highway and railway bridges had been smashed by the flood. The caboose and the last four cars of a freight train, apparently caught on the bridge as it washed out, lay half-buried in the mud in the wake of the flood.

South from Biggs both highway and railway were destroyed for at least a mile south of the Columbia River. No sign of the railway or highway remained in many spots.

The massive fill leading from the canyon to the Biggs-Maryhill bridge was washed out for 1,000 feet or more. An even more massive slide ripped out the railway on the west side of the stream.

At the Fulton Creek bridge, a low level bridge on Highway 80N about 12 air miles east of The Dalles, a green sedan was still visible half buried in the mud where the raging waters cut the bridge Tuesday.

A family of four was trapped in the car. Three escaped. Ronny Reichert, 11, of Rufus, was reported drowned.

FLOOD TOOK DOUBLE TOLL of bridges at Biggs. Oregonian aerial shows new bridge on Highway 80N cut at west approach, foreground, while diagonal bridge, background, leading to new Biggs-M[illegible] 97, was also cut.

Reveals oding

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FLOOD TOOK DOUBLE TOLL of bridges at Biggs. Oregonian aerial shows new bridge on Highway 80N cut at west approach, foreground, while diagonal bridge, background, leading to new Biggs-Maryhill bridge on Highway 97, was also cut.

Earthquake Losses Low

SAN DIEGO, Calif. (AP)—An earthquake shook Southern California and adjacent areas of Mexico—with these results:

In San Diego—where the quake Tuesday did most of its minor damage — fire alarms rang all over the city, windows broke by the score, some penny arcade pinball machines flashed "tilt," skyscrapers rocked like ships at sea, and beds rolled about on casters at Scripps Hospital.

At nearby National City, Mrs. E. C. Davey was shaken out of bed.

At Palm Springs, on the desert, waves were observed on the city's hundreds of swimming pools.

Decorations Tinkle To Floor

In Tijuana, Mexico, Avenida Revolucion was jammed with people who fled from shops and restaurants.

To the north, in Los Angeles and Orange County coastal areas pictures danced on the walls and Christmas trees shimmied as their decorations tinkled to the floor.

And in Pasadena Dr. Charles Richter of the California Institute of Technology Seismology Lab looked at his [illegible] clocked the quake at [illegible] p.m., and assigned it a [illegible] tive magnitude of 5.7 on the Richter scale—on which the 1906 San Francisco quake was 8.3 and the Alaskan Good Friday quake was 8.5.

He said the quake probably originated on Mexico's Baja California peninsula. It caused damage mostly in the San Diego area, and was only felt along the coast in sections further north. No injuries were reported.

Trio Arraigned For U.N. Blast

NEW YORK (AP) — Three anti-Castro Cubans were arraigned Wednesday on charges of taking part in the Dec. 11 bazooka shot at the United Nations building.

Criminal Court Judge Samuel J. Ghiraro set bail at $5,

COMMERCE

Bureau of Public Roads

ER-66(1)

6537

RELEASE ON RECEIPT

BPR 65-2

ROADS BUREAU ALLOTS $476,000
TO FIX DAMAGED OREGON BRIDGE

Federal Highway Administrator Rex M. Whitton said today the U. S. Department of Commerce's Bureau of Public Roads has allotted $476,000 in emergency relief funds to the Oregon State Highway Commission to repair the John Day River Bridge damaged by flood waters on December 22.

The bridge on Interstate 80N near the Washington border suffered severe damage when a pier collapsed, dropping two spans into the river. It had been opened to traffic a little over a year ago when it replaced a two-lane bridge.

Mr. Whitton said the Bureau has concurred in a proclamation issued on December 22 by Oregon Governor Mark O. Hatfield, declaring that a severe and widespread disaster existed. This procedure made the State eligible for emergency relief funds.

The Federal allotment to restore the bridge is 63 percent of the cost of repairs. Normally, expenditures for disaster relief are shared by the Federal Government and a State on a 50-50 matching basis. But Oregon receives a higher percentage of Federal funds because of its large ratio of nontaxable public lands.

The old bridge over the John Day River has been pressed into service as a temporary route pending repairs to the damaged structure.

At the request of the Oregon State Highway Commission and the U. S. Forest Service, the Bureau of Public Roads will make temporary repairs to the Clackamas Highway, southeast of Oregon City. Five miles of the 27-mile-long highway are reported to have been washed out. Because the road is a forest highway, the entire cost of the repairs will be borne by the Bureau of Public Roads.

(over)

IED
DWARDS

Copy to Young 1-19-65

A continuing emergency fund of $30 million annually is provided the Bureau of Public Roads by Congress for repair of highway facilities damaged by natural disasters to such an extent as to tax a State's resources.

Mr. Whitton, who had accompanied a group of Federal officials on an inspection of the flood-ravaged areas, said the Bureau of Public Roads will lend every assistance possible to restore road and bridge facilities in the stricken West.

"Our field personnel has been busy assessing damage and making plans for repairs since the disaster struck," said Mr. Whitton. "Our immediate concern is to get roads reopened and traffic moving."

- 0 -

RECEIVED
JAN 12 1965
OREGON
STATE HIGHWAY COMMISSION

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JAN 14 1965
FORM 2-30 DOR 2-65 49907

FOR FILING
RP-76(1)
(453.1)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1965

SUBJECT: Discharges, John Day River

To:

Mr. R.L. Porter
Deputy State Highway Engineer

Herewith are peak discharges on the John Day River at McDonald Ferry, in NW¼ sec. 11, T. 1N., R. 19E., 10 miles east of Klondike. Gage datum is 392.27 ft. above mean sea level, 1929 adjustment. This data is from U. S. Geological Survey Water Supply Papers.

Date	Gage Height, ft.	Discharge, cfs.
1894	12.8	39,100
May 10, 1905	4.85	5,370
May 31, 1906	7.90	14,000
Feb. 6, 1907	10.8	27,800
Mar. 17, 1908	7.20	11,700
Mar. 3, 1910	8.50	16,300
Mar. 24, 1911	5.90	8,200
May 11, 1912	7.9	14,300
Apr. 21, 1913	7.7	13,700
Apr. 17, 1914	6.95	11,100
Apr. 4, 1915	5.1	5,870
Feb. 11, 1916	9.2	18,900
Apr. 27, 1917	9.6	22,600
Feb. 8, 1918	6.8	11,200
Apr. 5, 1919	8.5	17,200
Apr. 14, 1920	7.15	12,600
Feb. 15, 1921	8.8	18,400
Apr. 23, 1922	8.3	16,400
Apr. 19, 1923	6.6	10,500
Feb. 9, 1924	6.25	9,180
Feb. 6, 1925	7.92	15,000
Feb. 8, 1926	5.9	8,180
Apr. 28, 1927	7.12	12,900
Jan. 14, 1928	7.04	12,500
Mar. 23, 1929	5.8	8,720

Date	Gage Height, ft.	Discharge, cfs.
Feb. 16, 1930	4.10	3,420
Apr. 2, 1931	6.84	11,800
Mar. 20, 1932	10.60	26,800
Apr. 29, 1933	5.97	8,060
Dec. 28, 1933	4.37	3,760
Apr. 17, 1935	5.90	7,760
Apr. 19, 1936	6.58	9,900
Apr. 16, 1937	7.65	13,300
Apr. 20, 1938	7.64	13,700
Mar. 25, 1939	7.68	14,000
Mar. 1, 1940	7.28	12,500
June 9, 1941	5.32	6,290
Jan. 28, 1942	7.11	11,900
Mar. 29, 1943	8.14	15,300
Mar. 11, 1944	5.50	6,610
May 5, 1945	6.21	8,710
Dec. 30, 1945	8.67	17,300
Apr. 19, 1947	5.59	6,860
May 23, 1948	9.83	23,000
Mar. 20, 1949	7.33	12,500
Mar. 19, 1950	6.08	8,310
Feb. 12, 1951	7.70	13,900
Mar. 27, 1952	9.8	22,900
Apr. 29, 1953	8.17	15,800
Apr. 15, 1954	5.68	7,120
May 22, 1955	5.91	7,800
May 9, 1956	10.22	24,900
Feb. 27, 1957	7.73	14,200
Feb. 19, 1958	8.29	16,400
Jan. 29, 1959	5.38	6,250
Mar. 25, 1960	8.73	10,100
Feb. 11, 1961	5.47	6,510
May 27, 1962	6.57	10,100
Feb. 2, 1963	8.53	17,300
Apr. 2, 1964	6.43	9,600
Dec. 24, 1964	13.63	45,000*

* Subject to revision.

At noon on December 22, 1964 the stage at McDonald Ferry was 12.4 ft., discharge about 37,000 cfs. Several smaller streams emptying into the John Day River between McDonald Ferry and Interstate Highway 80N may have crested about noon on the 22nd. Indirect measurements of the peak discharge on one or more of these streams are being made by the Geological Survey. These measurements should

make it possible to estimate the discharge passing the bridge on the 22nd. As a check I propose to make an indirect measurement using high water marks, on the John Day River upstream from the bridge. Of course, if the December 24th discharge at the bridge was greater than that of the 22nd, it will not be possible to determine the latter by this method.

O. A. WHITE
Engineer of Materials & Research
by

John C Jenkins

JOHN C. JENKINS
Ass't. Engineer of Materials
& Research

JCJ:sr

RECEIVED
JAN 21 1965
FOR ACTION

477 Cottage St. N.E.
Salem, Oregon

January 11, 1965

Mr. Harrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
T. Dec
Eng. Coordinator

08-35EC

A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

Oregon Project BR-96(1)
John Day River Bridge Section
Bridge Reconstruction

P.S.&E. documents for the subject project are hereby approved with the understanding that you will make any corrections found necessary following completion of our review. You are authorized to advertise the project for bids for a period of two weeks. A signed copy of the title sheet is returned herewith.

Our authorization is with the understandings outlined in our January 4, 1965 program approval memorandum with the exception that concurrence by the Administrator in the emergency has now been obtained. In addition, with regard to the possibility of partial Interstate financing, we now attach two copies of a July 19, 1960 Comptroller General's decision on a somewhat comparable situation in the State of Washington. It does not appear that the restoration of damage would be eligible for such financing.

We acknowledge receipt of the Corps of Engineers January 8, 1965 letter disclaiming financial responsibility for the bridge restoration but indicating they have no objections to the plans. Copies of the letter are being forwarded to our Regional and Washington offices for advice.

Attachments

Original to Young
with attach.
1-13-65

NOTED
LLOYD P. SHAW

RECEIVED
JAN 13 1965
FOR FILING

January 11, 1965

Mr. A. W. Parsons, District Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Mr. Parsons:

Attached is a copy of a letter from this Department to the Walla Walla District, Corps of Engineers, dated January 6 and the District Engineer's reply of January 8. This has to do with liability for repairs to the John Day River Bridge on Interstate 80-N.

Your approval is requested to advertise for bids for restoration of this structure as of this date, and we further request that you approve a two-weeks advertising period. This means that the project will be advertised January 12 with bids to be opened January 26.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
att.

cc Mr. Forrest Cooper
Mr. Lloyd P. Shaw
Mr. L. H. Young
Mr. Victor D. Wolfe

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

NPWCO

8 January 1965

REFERRED TO
Forrest Cooper
BY SECRETARY

State of Oregon
State Highway Department
Salem, Oregon 97310

Gentlemen:

Reference is made to your letter dated 6 January 1965 pertaining to restoration of the John Day River Bridge which was severely damaged by a major flood of the John Day River on 22 December 1964.

You state that you consider that the cost of repair and restoration of the structure is chargeable to the John Day Lock and Dam Project under the provisions of Article 8 of our Contract No. DA-45-164-CIVENG-61-103. This position is premised on your contention that the damage to the structure is an extraordinary damage caused by natural conditions beyond the control of the Oregon State Highway Department.

Article 8 of the referenced contract provides that the Government shall pay to the State all actual costs, as mutually agreed upon, for certain extraordinary damage during the time required for stabilization of specified highway facilities constructed under the contract. The provisions of the referenced Article 8 are not considered to include Government responsibility for payment of damages due to unusual events, such as severe flooding, other than where such damages are attributable to unseasoned embankment, slopes and roadbeds, or to effects of the reservoir. In my judgment none of these factors was the proximate cause of the failure of the bridge. Any damages due to natural conditions beyond the control of the Highway Department, solely occurring due to the location of the highway, are considered to be consequential and therefore are not reimbursable under the contract. In this connection, it is noted that rather severe damages have occurred to portions of highways, both near and far removed from the John Day River area, as a result of the widespread unprecedented flooding.

NPWCO
State of Oregon

8 January 1965

You have presented plans for the repair of the structure concurrently with the delivery of your letter of 6 January 1965 and request approval thereof. It is noted that the repairs you propose to the structure should rebuild the bridge to the original design, with Pier 3 founded on rock. Without prejudice to my position denying pecuniary liability of the Government for rehabilitation of the structure, but in recognition that Article 8, Deferred Construction, of the referenced contract may apply to future extraordinary damages to the repaired structure, I approve the plans for repair. These plans are your drawings Nos. 20481, 20482, 20483, 20484, 20485, 20486, 20487, 20488, 20489, 14657, and 14660.

I look forward to the early resolution of other damage questions between our two offices.

Mr. Porter's receptive response to our 6 January letter concerning traffic routing is particularly appreciated.

Sincerely yours,

FRANK D. McELWEE
Colonel, Corps of Engineers
District Engineer

RECEIVED
JAN 11 1965
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 11 1965
FOR FILING
ER-9C(1)
1637

January 8, 1965

AIRMAIL

The Honorable Wayne Morse
United States Senator
Senate Office Building
Washington, D. C. 20510

The Honorable Maurine Neuberger
United States Senator
Senate Office Building
Washington, D. C. 20510

The Honorable Al Ullman
United States Representative
House Office Building
Washington, D. C. 20515

The Honorable Edith Green
United States Representative
House Office Building
Washington, D. C. 20515

Ladies and Gentlemen:

I appreciate receiving the advice in your wire of January 7 that the Bureau of Public Roads has allocated funds for the restoration of the John Day River Bridge on Interstate 80N, which was damaged by the severe flood of last December.

As a result of the allocation, we are proceeding with the restoration of the damaged part of the structure and are conferring with the Bureau of Public Roads and the Corps of Engineers as to responsibility in this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fm

cc R. L. Porter
Victor D. Wolfe

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM (02).

1201 (4-00)

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

1963 JAN 7 AM 10 03

PRA041 CTA203 RA204

WW SNA047 GOVT PD 10 EXTRA=SN WASHINGTON DC 7 1149A EST=

=MR FORREST COOPER, OREGON STATE HIGHWAY ENGINEER=

OREGON STATE HWY DEPT SALEM ORG=

BUREAU PUBLIC ROADS ADVISES IT HAS ALLOTTED $476.000 FOR WORK ON ADEQUATE RESTORATION OF JOHN DAY RIVER BRIDGE, INTERSTATE HIGHWAY 80N, OREGON. THIS ALLOCATION REPRESENTS 63 0/0 OF ESTIMATED COST OF BRIDGE RESTORATION=

WAYNE MORSE USS MAURINE B NEUBERGER USS

AL ULLMAN MC EDITH GREEN MC==

$476,000 80N 63 0/0=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JAN 7 - 1965
FL...

January 6, 1965

The District Engineer
U. S. Army Engineer District, Walla Walla
Building 602, City-County Airport
Walla Walla, Washington

Dear Sir:

Re: John Day River Bridge
Contract No. DA-45-164 CIVENG 61-103

As you undoubtedly are aware, the Christmas week storm in Oregon inflicted severe damage to the John Day River Bridge. This bridge was constructed by the Oregon Highway Department under terms of the above contract in order to conform to the over-all plan of the John Day Lock and Dam project.

In the interest of restoring traffic at the earliest possible date, the Oregon Highway Department has prepared plans and specifications for the necessary restoration work. Under terms of Article 8 of the above contract, your approval of these plans and specifications is requested.

This request is also made on the premise that the damage to this structure was an extraordinary damage and was caused by natural conditions beyond the control of the Oregon Highway Department. It is the position of this Department that the repair and restoration of the John Day River structure comes under the five-year maintenance clause and is chargeable against the John Day Lock and Dam project.

Your early consideration and approval of this matter will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
P. M. Stephenson
Victor D. Wolfe
George Rhoda
Ivan Merchant
J. F. Putnam

RLP:ms bjs

RECEIVED
JAN 11 1965
FOR FILING

6 January 1965

Mr. L. A. Helgesson
[illegible] Engineering Co.
525 Market Street
San Francisco, California 94105

Merchant
for your information, please file

Dear Mr. Helgesson:

The following subsurface information on the John Day River [illegible] Bridge is transmitted in compliance with your telephone request of 4 January 1965:

One sheet marked "D-7" showing original surface topography in the area.

Oregon State Highway Department Drawing 16354 showing locations of original explorations made by Corps of Engineers for the highway bridge.

Oregon State Highway Department Drawing 16355 showing logs of those explorations. Minor and probably irrelevant discrepancies between this sheet and original logs of holes are marked in blue. These show bedrock between Elevations 182.5 and 172.5 in Hole 2206, possible bedrock between Elevations 182.3 and 176.0 in Hole 2210, and a plus 0.2 foot correction for all elevations in Hole 2203.

Sixty-eight sheets of drilling logs for all of the pre-construction explorations shown on the preceding inclosures.

Plan, four driller's shift reports and eight drilling logs for the eight explorations made at the State's request from within the cofferdams for Piers 3, north and south. We have top elevations for only Holes 3442, 3443 and 3444. These are shown on the shift report.

RECEIVED
JAN [illegible] 1965
STATE HIGHWAY [illegible]

cc: State Highway Engineer, Salem, Oregon

to Merchant
1-8-65

NPWEN-FM 6 January 1965
Mr. L. A. Helgesson

Corps of Engineers Drawings JDR-1-0-11/32, JDG-1-9-1/133, JDG-1-9-1/135 and JDG-1-9-1/136 showing plans and logs of explorations for the adjacent Union Pacific Railroad Bridge.

We assume that you have the State's as-built drawings for the highway bridge.

You are probably aware that the probe explorations used for these structures are not a dependable method for differentiating between various types of fine-grained materials or between sandy gravel and gravelly sand. The materials blown back by the air pressure as well as the action of the drill have enabled us to successfully classify materials into the four general types of materials encountered in the area. These are fine-grained, gravel and sand mixtures, boulders and bedrock. Any further distinctions are only approximate classifications which we generally check with open test pits.

It is hoped that this information will serve its purpose in your investigation and we will be pleased to furnish copies of any other records we have.

Sincerely yours,

88 Incl
As stated

FRANK D. McELWEE
Colonel, Corps of Engineers
District Engineer

Copy furnished:
State Highway Engineer w/incl
Oregon State Highway Department
Salem, Oregon 97310

RECEIVED
JAN 5 - 1965
FOR FILING

REFERRED TO
Admin
BY SECRETARY

NOTED
R. L PORTER

To-
The State Highway
Department,

Are we to understand that all, of your new or old bridges have no foundation under the supporting piers ?

W.S.Martin.

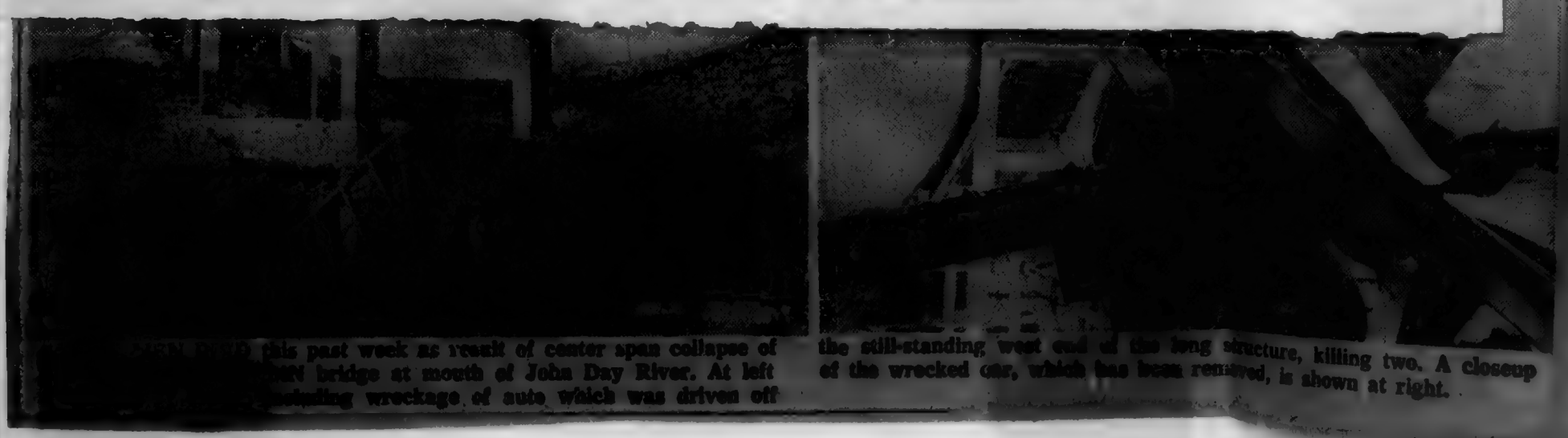
REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

No answer necessary

RECEIVED
JAN 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
VICTOR D. WOLFE

RECEIVED
JAN - 4 1965
OREGON
STATE HIGHWAY COMMISSION



...this past week as result of center span collapse of ...bridge at mouth of John Day River. At left ...shielding wreckage of auto which was driven off the still-standing west end of the long structure, killing two. A closeup of the wrecked car, which has been removed, is shown at right.

THREE MEN DIED this past week as result of center span collapse of 33.3 million High-way 80N bridge at mouth of John Day River. At left is picture of debris, including wreckage of auto which was driven off the still-standing west end of the long structure, killing two. A closeup of the wrecked car, which has been removed, is shown at right.

RECEIVED
JAN 7 1965

Form DO-1
(11-63)
(Pres. by
A.O. 20-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 4, 1965

In reply refer to: 08-35-EC

FROM : W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Emergency Program - Floods of December 1964
Section 125 of Title 23, U.S. Code - Highways

Shaw

Advance program approval of Item 1, Project ER-96(1), John Day River Bridge restoration, of the subject program submitted with Mr. Young's December 31, 1964 letter, was obtained effective December 30, 1964.

Approval is subject to the finding of the extraordinary character and extent of the flood, concurrence by the Administrator in the Governor's December 22, 1964 declaration of the existence of the emergency and allocation of emergency funds in accordance with PPM 23-1.

Our approval is with the further understanding that eligibility of costs will depend on a determination of responsibility under Article 8 of your October 25, 1961 Contract No. DA-45-164-CIVENG 61-103 with the Corps of Engineers. Under these circumstances, Corps of Engineers' approval of the plans should be obtained prior to advertising. Copies of a formal opinion from the Corps should be furnished for the determination purpose as soon as it is available.

Temporary operations for restoration of travel around the John Day River bridge and any other portions of Interstate 80N involving "deferred construction" under the above mentioned agreement should be programed as a separate project from other portions of the route pending the determination of eligibility.

Should a determination be made that the Corps of Engineers is not responsible for restoration of the bridge, it is understood that a further determination will be made as to whether the portion of costs not previously financed with Interstate funds would be eligible for such financing by transfer to the Interstate program.

This conditional approval involves one project covering the repair of a portion of a bridge destroyed by the subject floods. Total estimated cost is $756,000 with emergency funds reserved in the amount of $476,000 which is the total tentative allocation of such funds.

Original To Young
with attach.
1-7-64

NOTED
LLOYD P. SHAW

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

DEC - 1965
ENGINEERING

December 21, 1964

Mr. A. B. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are enclosing program data for one project (Item 1, project ER-96(1)) which we request be included in the Federal-Aid Emergency Relief Program occasioned by damage from the flood of December 22, 1964.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:mb
Enc.

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-61)

FEDERAL - AID P

(PPM 2

CARD 2	REPORT NUMBER (18)–(20): 1	PROJECT LOCATION (45 typewriter spaces) (21–65): I-80N John Day River Bridge		ADT	PRESENT	FUTURE	YEAR						
					3,000	7,700 (66)–(70)	7 (71)						
CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) (26–62): Const. Br. Spans 2 & 3 & Pier 3		NATL. FOREST (63)–(65)	FH ROUTE NO. (66)–(68)	SUFV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72)–(73): 64-1	PL. AUTH (74)				
CARD 4	CLASS OF FEDERAL FUNDS: Emergency Relief							COUNTY NAME: Gillia					
	NAME OF URBAN AREA (17–31)							ROUTE NO. 1	FEDERAL-AID: I-80N				

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT C: TOTAL ESTIMATED COST	FEDERAL FUNDS
1	(1415)	(15)	41	42	43–46	53		(54)–(58)	(59)–(66)	(67)
5					PE		I-80N John Day River Bridge			
5					ROW					
5					CONST (CODE)			0.292	756,000	476,000
								0.292	756,000	476,000

(16) (23) (24)

CARD 1	CODE 1	PREPARED BY	PROJECT TOTALS
1	14	PROGRAM APPROVAL DATES	

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

	ADT	PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
(65)		3,000 (66)	7,700 (70)	75 (71) (72)	08	Oregon	35 (2) (3)	090 (4) (9)	1 (14) (18)

ROUTE (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) 14 23	NUMBER 7 18	SEQ. NO.	I. Projects Only POST MI. (24) (26)	DESIG. 27
				64-1		ER	96(1)			

COUNTY NAME: Gilliam and Sherman — CODE 021 (14) (16)

PROGRAM STAGE: [ ] 1 OR [X] 2

ROUTE NO. 1 — FEDERAL-AID I-80N (32) — STATE (36) (37) — U.S. I-80N (41)

	MILES (54) (58)	TOTAL ESTIMATED COST (59) (66)	FEDERAL FUNDS (67) (76)	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK *(Full description)*
River						Repair bridge by construction of Pier #3, span #2 and span #3. (Length of Structure 1540').
						ROW - 350'. Access Control - full. Parking Restrictions - complete.
	0.292	756,000	476,000	280,000		
OJECT TALS	0.292	756,000	476,000	280,000		
		(16)	(23) (24)		(33)	

REMARKS

Additional Data: See Item 219, Project I-80N-4(5)112. Bridge spans 2 and 3 and Pier #3 were destroyed by the flood of December 22, 1964.

(Over)

USCOMM DUSCOMM-DC 48905-P61

The State wishes to make the reservation that, if it is determined the the U.S. Army Corps of Engineers has no responsibility in the repair of the bridge, we will be allowed to withdraw that portion of the cost of repairing the bridge on the basis of approximately 66 2/3% which was the U.S. Army Corps of Engineers' responsibility of the original cost of the bridge construction under Project No. I-80N-4(5)112 and to reprogram this cost as a regular Federal-Aid Interstate Project. The balance of the construction costs ~~and all the temporary detour work costs~~ to remain under this E. R. Project. Under these conditions, the project cost would be as below:

Interstate Project

Repair of Structure
(66 2/3% of $756,000.00) . . . . . $505,000.00 Total Cost

E. R. Project

Repair of Structure
(33 1/3% of $756,000.00) . . . . . $251,000.00 Total Cost

RECEIVED
AUG 13 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

TO: Mr. Lloyd Shaw

SUBJECT: John Day River Discharge

FROM: John C. Jenkins

DATE: Dec. 29, 1964

Following is the data I have on the John Day River discharge at the McDonald Ferry gaging station for the recent high water.

From the U.S. Geological Survey office in Portland:

Peak discharge occurred on Dec. 24, stage 12.5, discharge 38,000 cfs.
The recording mechanism was not functioning on Dec. 22.

From U.S. Geological Survey office in La Grande:

Peak as stated above. Engineer is going to see observer at station and will have additional data by Thursday of this week.

From Mrs. Vern Moore, wife of observer, at gaging station:

From husbands notes Dec. 22 at 12:30 pm stage 12.40 (discharge 37,000 cfs)
Dec. 24 at 8:00 am stage 14.0 (discharge 48,000 cfs)
Dec. 25 at 4:00 pm stage 12.5 (discharge 38,000 cfs)

The discharges listed for the observer's readings are from my rating curve. By my frequency curve a discharge of 38,000 cfs would have a return frequency of 67 years, or more, and a discharge of 48,000 cfs would have a return frequency of 200 years, or more.

The 1894 flood had a stage of 12.8 feet and a discharge of 39,100 cfs. The third highest flood was that of 1907 and it had a discharge of 27,800 cfs. The May, 1956 flood had a discharge of 24,900 cfs and ranks 5th in magnitude.

I will advise you when I hear from the La grande office later this week.

John C Jenkins
(SIGNATURE)

PLEASE REPLY HERE

CC: _____ _____ (SIGNATURE) _____ (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1ST 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

1

DEC 31 1964

FORM E-30 5M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 29, 1964

SUBJECT:

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

O F F I C E

There follows a list, in a priority sequence, of restoration projects that should be eligible for emergency funds. Please see that plans sufficient to meet Bureau of Public Roads regulations are prepared as rapidly as possible.

(1) John Day River Bridge - Highway 80N

(2) Shady Cove Bridge - Crater Lake Highway

(3) Willamette Highway (Oakridge-Salt Creek Tunnel)

(4) North Santiam Highway

(5) Dodge Bridge - Sams Valley Highway

(6) Spanish Hollow - Sherman and Fulton Canyon-Wasco Highways

(7) The first two Marks Creek bridges easterly of Prineville on the Ochoco Highway

(8) Yellow Creek-Smith Creek Section, Elkton-Sutherlin Highway

(9) Warm Springs Highway in the vicinity of Warm Springs

(10) Condon-Mayville Section of the John Day Highway

You will note that the Spanish Hollow and Fulton Canyon projects have been given equal priority. Actually, Fulton Canyon does not warrant this rating but if it is felt desirable, the two could be included in the same contract, with priority given to the restoration of Spanish Hollow.

NOTED
TOM EDWARDS

Please check with Mr. Edwards on Project 9 at Warm Springs. It may be desirable to include some Betterments in this job that will not be eligible for emergency relief funds. If such is the case and the over-all cost of the work does not exceed $250,000, consideration should be given to this scheme.

Our previous discussion as to grading contracts on equipment rental basis with separate rock production and paving contracts still applies.

Please arrange to give me a report daily as to the progress for preparing this work for contract.

ORIGINAL SIGNED
R. L. PORTER
R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Forrest Cooper
P. M. Stephenson
Tom Edwards
Victor D. Wolfe
I. D. Merchant
F. D. Morgan

RECEIVED
DEC 24 1964

EP-2.(1)
6237

ZX

PLEASE RETURN TO
LLOYD P. SHAW

APB LAC 163 12-22-64 1050.

ATT ALL STATIONS

US 30, STILL CLOSED BETWEEN ECHO JCT AND PENDLETON. WE ARE DETOURING LIGHT TRUCKS AND CARS OVER THE OLD OLD OREGON TRAIL (NOW COUNTY ROAD) BETWEEN ECHO AND PENDLETON.

XXXXXXXXXXXXXXXXXX

MORO

UNABLE TO GET TO THE DALLES FROM SAYLOR AND KREMBIEL TO SEE DALLES CONST CUT DETOUR AND ESTIMATE TYPE AND AMOUNT OF ENG NEEDED TO CONST.

SWIF
CRI

RETD
LLOYD P. SHAW

US 30 COLUMBIA RIVER HIGHWAY------ALL EASTBOUND TRAFFIC BEING STOPPED AT THE DALLES DUE TO THE FULTON CANYON BRIDGE APPROX WASHED OUT, ALSO THE JOHN DAY RIVER BRIDGE.

ATTEND

AK
--.?,.

Z
LC

RECEIVED
DEC 24 1964

EM-Hwy (1)
Drainage
653.7 Hwy (1)
4p

"X

APS TEL 90 12-22-64 1245PM

PLEASE RETURN TO
LEGISLATIVE

ATTENTION ALL STATIONS
US 30, I-80N, COLUMBIA RIVER HIGHWAY IS CLOSED TO TRAFFIC AT T...
JOHN DAY RIVER, DUE TO A SECTION OF THE BRIDGE COLLAPSED C...M.

WILL ADV MORE LATER.

ATTEN...

AK
--.

.BNA
END CC... 124 12-22-64

...WILLIAM
SWIFT, PUTNAM

REPORT IS THAT JOHN DAY RIVER BRIDGE HAS BEEN DAMAGED, SUGEST ONE ... OF YOU PROCEED TO THE DALLES AREA IF POSSIBLE TO ASSESS DAMAGE AND POSSIBLE CORRECTIVE MEASURES. THIS MAY INVLFG XX OXX INVOLVE DESIGN AND TEMPTRARY BRIDGE UPSTREAM. PLEASE KB CALL BACK BY PHONE.

...--S YES? DO YOU W... T US GA

RECEIVED
FOR FILING

6014

NPWCO-CA

17 January 1964

ER-96(1)

6537

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway Facilities,
John Day Lock and Dam

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JAN 22 1964 PM
7,8,9,10,11,12,1,2,3,4,5,6

Dear Mr. Cooper:

Receipt is acknowledged of your letter dated 14 November 1963, wherein you enumerated the various changes that were required under State of Oregon Contract No. 6014, John Day River Bridge.

I hereby approve the changes as described in the afore-mentioned letter in accordance with Article 1c. I feel, however, that it would be appropriate at this time to establish cost responsibility for these changes. By my letter to you dated 18 December 1961, the allocation of costs for the original contract work was established. In this regard, the Government's share of the bridge costs (Items 1 - 14) amounted to 53.58 percent. By applying this figure to the cost of the miscellaneous revision to excavation, concrete, and reinforcing steel, as listed in your letter of 14 November 1963, it is determined that the credit to the Government would be $4,640.56, while the State of Oregon's credit share would be $4,020.44. By applying the same percentage to Price Agreement No. 2 for additional expansion joints, it is found that the cost to the Government will be $259.33 and the Cost to the State $224.67. The entire cost of Extra Work Order No. 2 for the concrete approach slab would be chargeable to the State in accordance with Article 5.c.4. of our agreement contract, which places the cost of the interchange on the State. The entire cost of Extra Work Order No. 1, for temporary signing, and Price Agreement No. 4, for extra costs incurred by opening bridge earlier than contemplated, would be the Government's obligation in accordance with Article 5.b.3.(2), (3), and (4) of the agreement.

Your concurrence in the above division of responsibility of costs for the required revisions is requested.

Original to Shaw
1-22-64

17 January 1964

NPWCO-CA
Mr. Forrest Cooper

In response to your inquiry of 24 September 1963, I have no objection to your proposal that you make the final payment for work accomplished under your Contract No. 6014.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

RECEIVED
OREGON STATE HIGHWAY DEPT
BRIDGE DIV
JAN 22 1964
AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

RECEIVED
JAN 21 1964
OFFICE OF
STATE HIGHWAY ENGINEER

(36)

6014

RECEIVED
NOV 21 1963
G.A. GARDNER

November 14, 1963

U. S. Army Engineer District, Walla Walla
Building 602
City-County Airport
Walla Walla, Washington

Attention: Col. J. H. Beddow, CE
Contracting Officer

Gentlemen:

Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway
Facilities, John Day Lock and Dam
Letter 10 October 1963

Plan changes- final construction over original or bidding plans- made on Oregon Contract No. 6014, John Day River Bridge are as follows:

Item No.	Item	Cost
1	Bottom of footing elevation adjustments to suit foundation conditions. Refer Drawing 16359 (Plate 11) Pier 2 Rt. footing lowered 6.9' Lt. footing lowered 4.3' Refer Drawing 16358 (Plate 10) Pier 3 Rt. footing raised 13.3' Lt. footing raised 14.2' Refer Drawing 16359 (Plate 11) Pier 5 Rt. footing raised 6.0' Lt. footing raised 6.0' Refer Drawing 16359 (Plate 11) Pier 6 Rt. footing lowered 2.64' Lt. footing lowered 1.90' Refer Drawing 16357 (Plate 9) Pier 7 Rt. footing raised 0.25' Lt. footing raised 0.25'	

Item No.	Item	Cost
2	Refer letter to Mercer Steel Company, 2 August 1963 and sketch (copies attached) Reinforcing steel added to truss pads, account omission of same on original project plans.	
3	Refer Drawing 16356 (Plate 8) Revise deck joint Detail A to Detail shown on Drawing A-8 attached to Drawing 16356 All of above considered to be adjustment of plans to suit construction conditions encountered in field. Payments to contractor adjusted on unit prices stated in contract. Estimated credit to job account of above adjustments: Excavation -3776 Concrete -3565 Metal Reinforcing -1320	$-8,661.00
4	Refer order for Extra Work No. 1 (Copy Attached) Temporary signing	+ 122.41
5	Refer Order for Extra Work No. 2 (Copy Attached) Add reinforced concrete approach slab at West John Day Interchange	+3,062.21
6	Refer Price Agreement No. 1 (Copy Attached) Change method of measurement for Contract Item 31	N/C
7	Refer Price Agreement No. 2 (Copy Attached) Construct expansion joints, inadvertently omitted from original design drawings and bidding plans	484.00
8	Refer Price Agreement No. 3 (Copy Attached) Change type of paint for structural steel	N/C
9	Refer Price Agreement No. 4 (Copy Attached) Compensate contractor for extra cost to construction activities occasioned by opening structure to traffic prior to expiration of work day allotment	4,196.71

Major changes or additions, Items 5 and 9 above were discussed with members of your staff prior to acceptance of the work. All other items considered to be minor adjustments in plans and specifications to suit conditions encountered in construction of the work.

A final financial statement on the project cannot be made at the present time. An estimated final cost is as follows:

Original Authorization	$2,542,832.00
Estimated Contract Cost corrected to date	2,405,850.00
Contract work performed to date (estimated)	2,405,850.00
Engineering authorized	194,666.00
Engineering performed to date (estimated)	93,000.00

I am enclosing a set of project plans corrected to show most of the changes outlined herein.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:jm
Attachments

U.S. ARMY ENGINEER DISTRICT, WALLA WALLA
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON

NPWCO-CA

16 October 1963

Re: Contract No. DA-45-164-CIVENG-61-103
Relocation of Oregon Highway
Facilities, John Day Lock & Dam

State Highway Engineer
State of Oregon
State Highway Department
Salem 10, Oregon

Dear Sir:

Receipt is acknowledged of your letter dated 24 September 1963 wherein you advised that all work under State of Oregon Contract 6014 was completed on 20 September 1963 and that you proposed to make final payment to the Contractor within 45 days, if satisfactory with the Government.

In accordance with article 1c of our agreement contract, you are requested to submit for approval any changes or alterations that have been made to the plans and specifications for the John Day River Bridge contract. For instance, I understand that Pier No. 3 was revised to allow construction of the footing at a higher elevation with a resultant shortening of the pier. It would appear that a credit is due from the Contractor for such a change. This matter and others of which I may not be aware should be resolved before final payment is made.

Sincerely yours,

J. H. BEDDOW
Colonel, CE
Contracting Officer

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM OCT 18 1963 PM
7,8,9,10,11,12,1,2,3,4,5,6

cc: Murdock
Morgan
Brown
Hardie

RECEIVED
OCT 17
OREGON
STATE HIGHWAY COMMISSION

6014

September 24, 1963

Corps of Engineers
U. S. Army
Building 602
County/City Airport
Walla Walla, Washington

Attention: Mr. Curt Hansens

Re: John Day River Bridge
Oregon Contract 6014

Gentlemen:

Pacific Concrete Company, et al, completed work on the above contract on September 20, 1963.

If satisfactory with you, we propose to pay the contractor his final estimate for the work sometime within the next 30 to 45 days.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

By

Theo. C. Roake
Ass't. Bridge Engineer

CAG:vt

NOTED
T C. ROAKE

RECEIVED
JAN 26 1972
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 2-485

CONTRACT NO. DA-45-164-CIVENG-61-103

RELOCATION OF OREGON HIGHWAY FACILITIES

INTERSTATE HIGHWAY 80N
JOHN DAY HIGHWAY 5 (STATE ROUTE 19)
HEPPNER HIGHWAY 52 (STATE ROUTE 74)

C. Falk Engineer 12/12/61

JOHN DAY LOCK AND DAM

COLUMBIA RIVER

OREGON AND WASHINGTON

B.M. French Engineer
B.M. French 12/14/61

U. S. ARMY ENGINEER DISTRICT, WALLA WALLA

CORPS OF ENGINEERS

Revised 11 October 1961

APPROVED:
S. M. LIPTON
COLONEL, CORPS OF ENGINEERS
ACTING DIVISION ENGINEER
DATE: 22 Nov, 61

RECEIVED
JAN 2 1960
FOR FILING

NPPHE

U.S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

15 December 1959

Voss

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Gentlemen:

Reference is made to letter dated 19 March 1959 regarding relocation of State Highway No. 58 in the vicinity of station 230+00 opposite the Voss properties.

The work involved in this relocation has been completed and final inspection was made by our Resident Engineer, Mr. P. L. Cole, and your Messrs. Sage and Mayfield on 1 December 1959. The work remaining to be done on the date of this inspection has been completed and in order to complete our file on this work it is requested that this relocation be accepted by letter to this office.

Your cooperation in furnishing the required inspection and the fine cooperation and assistance of the personnel involved is appreciated.

Very truly yours,

W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

STANDARD FORM 20
REVISED MARCH 1953
GENERAL SERVICES ADMINISTRATION
GENERAL REGULATION NO. 13

REFERENCE

SERIAL NO. CIVENG-35-026-59-215

INVITATION FOR BIDS
(CONSTRUCTION CONTRACT)

DATE
18 May 1959

NAME AND LOCATION OF PROJECT

Lookout Point Reservoir
Middle Fork Willamette River
Willamette River Basin, Oregon

DEPARTMENT OR AGENCY

Department of the Army

BY (Issuing office)

U. S. Army Engineer District, Portland,
Corps of Engineers, 628 Pittock Block, Portland 5, Oregon

Sealed bids in single copy for furnishing all labor, equipment, and materials and performing all work for the project described herein will be received until 2:00 P.M., P.S.T., 10 June 1959

in the issuing office

and then publicly opened.

Information regarding bidding material, bid guarantee, and bonds

1. Bid bond on U. S. Standard Form No.24 in a penal sum of 20% of the bid price or $1,000,000, whichever is the lesser, will be required if the bid price is in excess of $2,000. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

(See attached pages for additional information regarding bidding)

Description of work

Construction of relocated S.P. railroad and State Highway #58 at Lookout Point Reservoir on the Middle Fork Willamette River approximately 3 miles southeast of Lookout Point Dam, Lane County, Oregon.

Information regarding liquidated damages (if any), payments, etc., is attached or made a part of the specifications. Bids shall be submitted on the forms furnished or copies thereof.

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

"Signed Agreement"

NPPGD-4

19 March 1959

Mr. W. C. Williams
State Highway Engineer
1112 Oregon State Highway Department
Salem, Oregon

Gentlemen:

Reference is made to the slide on Highway No. 58, Station 230+00, opposite the Voss properties. At the present time this slide is about 400 feet wide and 700 feet long, extending from the inside shoulder of the highway across the Southern Pacific railroad track and into the Lookout Point Reservoir. Slide movement, on which a continuous record has been kept since 1955, now totals about 3.5 feet vertically and 24 feet horizontally at the railroad. Traffic has been maintained on the railroad by reballasting and shifting the track while highway traffic is being routed over a short detour around the upper end of the slide.

Under Supplement No. 19 to Lookout Point relocation contract No. W35-026-eng-3610 with the Southern Pacific Company, the Government has an obligation to remedy the unsatisfactory situation on the railroad through the slide area. It has been determined that this can best be done by relocating the railroad to stable ground above the slide. This in turn will require that the highway also be moved. If it meets with your approval, the highway would be realigned between about Stations 212 and 243, a distance of about 3,100 feet as shown on inclosed drawings titled "Voss Slide Area Plan & Profile".

It is planned to let a contract as early as possible covering all of the work, and with completion scheduled for about 1 November 1959. The proposed highway relocation will be constructed by Government's contractor to the same standards as the existing highway. The highway grading would be done first and after traffic is routed over the new alignment, the railroad grading would be done. Since the highway relocation would be almost entirely in cut, no time allowance for settlement before final paving is considered necessary and the paving would be placed as soon as possible after completion of the grading. Detailed construction plans will be submitted to your office for approval before the work is advertised, which will be about 10 April 1959.

The Government will acquire the additional right-of-way for the relocated road and will include same, minus that not required after the alignment change, in the conveyance to be made to the State of Oregon in accordance with paragraph (b) Article II of Agreement No. DA-35-026-ENG-19 for relocation of Highway 58 around the Lookout Point Reservoir. Refer to our letter to your Department, attention Mr. Rohde, file NPP 601.1 (Lookout Point Reservoir, Oregon State Highway Commission), dated 11 March 1959, concerning the quitclaim deed from the United States of America.

Williams, W. C.

19 March 1959

In connection with the paving, we would appreciate it if you would provide a man, at our expense, to oversee and inspect the work, as was done on the Minnow Creek slide paving in 1958.

If this meets with the approval of the State Highway Commission, it is requested that you sign this letter, which I am transmitting in duplicate, in the approval space provided below and return one copy to me.

Very truly yours,

W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

Incl. (dup)
As listed above

Date 3-19-59

Colonel W. L. Winegar, District Engineer
Corps of Engineers, Portland District
Portland, Oregon

Dear Sir:

Realignment of approximately 3,100 feet of Oregon State Highway, in accordance with the attached preliminary plans for the relocation of Highway No. 58 in the vicinity of Voss Slide is approved, provided that no expense is incurred by the State and that all necessary precautions are taken by your Contractors in furnishing necessary provisions for the safety and control of traffic during the construction period.

W. C. WILLIAMS
State Highway Engineer

[illegible] 3-19-59; [illegible]
[illegible]

FORM E-20 50M 8-57—6593

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1959

SUBJECT: Voss Slide
Willamette Highway

To: MEMO TO FILE:

Mr. Cecil Keith, of the Corps of Engineers, called this date in connection with the Voss slide on the Willamette Highway easterly from the Lookout Point Dam. A slide has occurred on the highway at that point, which the Corps of Engineers is planning to correct. Mr. Keith was making tentative inquiry as to the State Highway Department taking on this entire project from its inception to its completion. The State to handle all details.

As of this writing, I see no objection, as the Corps of Engineers will foot the entire bill and will shift no responsibility from its shoulders.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams
Mr. Tom Edwards

January 2nd, 1957

District Engineer
Bureau of Reclamation, U. S. Army
Old Federal Road
Portland 5, Oregon

Attention: Real Estate Division

Gentlemen:

Reference is made to your letter of December 27, 1956 in which you request that [illegible] Highway Department [illegible] Highway Commission [illegible] Highway Department's decisions thereon and appeals [illegible] Commission, or the Director, Oregon State Highway Department in matters affecting [illegible] Highway Commission or Highway Department in so far as they [illegible] to any Land Exchange.

[illegible] permission has been granted with the understanding that the Highway Department will [illegible] with the Bureau of Reclamation, its officers, [illegible] from any and all claims for damages to either property [illegible] may arise out of the construction or maintenance of [illegible] Army Engineers will [illegible] construction of highways.

Very truly yours,

R. H. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:mgjcs

cc to: Mr. R. H. Williams
Mr. Walter Wright
Mr. Tom Edwards
Mr. F. D. Morgan

D-222

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JAN 26 1972
FOR FILING

U.S ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPGD-4

3 June 1959

REFERRED to Edwards
Hy State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Gentlemen:

Reference is made to letter to you dated 20 May 1959 forwarding plans and specifications for correction of slide opposite the Voss property, Highway 58, near Lookout Point Reservoir and to your letter dated 27 May 1959 giving your approval of these plans and specifications.

For your information and file there are inclosed Addendums Nos. 1 and 2 and reduced size prints of the revised drawings. These Addendums and the revised drawings cover an added culvert under the Voss access road and changes requested by the Southern Pacific Company with respect to the work on the railroad.

Very truly yours,

J. NEWTON COX
LT. COLONEL, CORPS OF ENGINEERS
ASSISTANT DISTRICT ENGINEER (C & E)
FOR:

W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

CONSTRUCTION DIVISION
RECEIVED
JUN 5 1959
NOTED: OK AOK AOK DOE

3 Incls.
1. Add #1
2. " #2
3. Revised prints

Send Copy to Morgan.

RECEIVED
JUN - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 5 1959
OREGON
STATE HIGHWAY COMMISSION

Young

Spm

D-III

SERIAL NO. CIVENG-35-026-59-215

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5 OREGON

26 May 1959

ADDENDUM NO. 1

Reference is made to Invitation for Bid No. CIVENG-35-026-59-215 for construction of relocated S.P. railroad and State Highway #58 at Lookout Point Reservoir on the Middle Fork Willamette River approximately 3 miles southeast of Lookout Point Dam, Lane County, Oregon.

There is inclosed revised page SC-2. In addition, the date set forth for opening of bids on Standard Form 20 and 21 is hereby set up to 2:00 P.M., P.S.T., 9 June 1959. Asterisks appear before and after the portion of page SC-2 which has been revised.

Bidders are required to acknowledge receipt of all addenda to the Invitation on the bid form in the space provided or by separate letter or telegram prior to opening bids. Failure to acknowledge receipt of all addenda may cause a bid to be considered not responsive to the Invitation which would result in its rejection.

Incl:
Revised Page SC-2.

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FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 20, 1958

SUBJECT: Slide on Willamette Highway

To:
I. A. DeFrance
E. F. Chidsey

Morgan called 8:45 AM, November 20, to report slide at MP 17.5, Willamette Highway, has gone down another two (2) feet. The detour must be used all year, and will be permanent until Army Engineers make a correction. Detour is a 24 Foot Roadbed, 560 feet long, well signed and lighted with blinkers 800 feet each side of the slide. Graveled surface.

E. E. Johnston
Assistant Maintenance Engineer

EEJ:nk

NOTED
ARTHUR LEE

NOTED
E. F. Chidsey

I. A. DeFRANCE

FORM E-30 50M 8-57—0503

4-2-2.-

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Aug. 18, 1958

SUBJECT: Roadbed Slide
M.P. 17.5, Willamette Highway

To: I. A. DeFrance
Maintenance Engineer
Salem, Oregon

I forward herewith copy of a report by Mr. D. J. Sage, District Maintenance Superintendent at Eugene, together with a copy of a letter from Ben L. Peterson, Chief of the Engineering Division, U.S. Army Engineers, relative to a roadbed slide at M.P. 17.5 on the Willamette Highway.

Please be advised that the culvert referred to in this correspondence collapsed last Spring and that maintenance forces have built a temporary detour and drain ditch around the slide area. This work was done last Spring. The detour will be available in case the highway fill should slide out. A drainage ditch has been constructed which takes drainage from the South side of the highway and carries same along the highway to another drainage culvert.

It is believed that this preventative work performed last Spring will be sufficient to carry this road through the coming winter with the anticipation that corrective work will be completed in 1959.

F. D. Morgan
Division Engineer

NOTED
E. F. Chaney

NOTED
J. JOHNSTON

dls
encl.
cc: D. J. Sage

copy to Stephenson 8-21-58

I. A. DeFRANCE

NOTED
J. A. PHILLIPS

FORM E-30X—37,500—2-58—62967

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
August 11, 1958

SUBJECT: Roadbed Slide, M. P. 17.5
Willamette Highway

To: F. D. Morgan
Div. Engineer
Roseburg, Oregon

Herewith copy of a letter from Ben L. Peterson, Chief Engineering Division, U. S. Army Engineers, Portland, relative to roadbed slide at M.P. 17.5, Engineer's Station 230+50, Willamette Highway. You will note that they do not contemplate any corrective work this fiscal year.

The 48" CGI culvert, through the fill and in the slide area, has collapsed near its midpoint, closing the drainage. We can make temporary repairs to this broken section but it will, more than likely, close again when the first slide movement occurs this fall. As we have been able to bypass all of the water around this culvert, I would recommend that we do not make any repairs this year.

D. J. Sage
Dist. Maint. Supt.

DJS:jso
Encl.

U. S. Army Engineer District, Portland
Corps of Engineers
628 Pittock Block
Portland 5, Oregon

NPPGL-1

August 8, 1958

Mr. D. J. Sage
District Maintenance Superintendent
Oregon State Highway Department
Box 1269
Eugene, Oregon

COPY

Dear Sir:

Reference is made to your letter dated July 31, 1958, regarding the slide condition on the Willamette Highway at Engineer Station 230+50, along the south side of Lookout Point Reservoir.

Although explorations by means of borings and test pits have been completed, conclusive evidence as to the depth of slide plane was not obtained. Periodic measurements of surface hubs and test pit alignment are being made and studies will be continued until a plan for correction can be developed. Corrective work is not contemplated during this fiscal year.

Very truly yours,

/s/ Ben L. Peterson
BEN L. PETERSON
Chief, Engineering Division

RSB MCE EGE 90 7-31-58 1050AM

F D MORGAN
N L GATLIN

RE SLIDE CONDITION ON WILLAMETTE HWY OXX ALONG SOUTH SIDE OF LOOKOUT POINT ERSERVOIR CORPS OF ENGINEERS WERE TO ADVISE ME AS SOON AS THEY CAME UP WITH A PLAN I AM WRITING THEM AGAIN TODAY

D J SAGE

JSB

RSEG

RSB EGE FROM MCE 208 7-30-58 147P

F D MORGAN
D J SAGE

IS THERE ANY NEW DEVELOPMENT ON THE SLIDE CONDITION ON THE RELOCATED SECTION OF THE WILLAMETTE HWY AND ALONG THE SOUTHERLY SIDE OF THE LOOKOUT POINT RESERVOIR? REFER TO LTRS DTD 4-9 AND 10-58 TO U S ARMY ENGRS AND MR DE FRANCE.

N L GATLIN

NK

FORM E30—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 10, 1958

SUBJECT: Slide, Station 230+50
Willamette Highway

To: I. A. DeFrance
Maintenance Engineer
Salem, Oregon

I forward herewith a copy of a letter written by Mr. D. J. Sage, District Maintenance Superintendent at Eugene, to the U.S. Army Engineers in Portland requesting information as to their plans regarding a slide area in the vicinity of Engineer's Station 230+50 on the relocated section of the Willamette Highway around Lookout Point Reservoir.

This letter is forwarded to you so that you may be aware of the situation at this point if the Army Engineers wish to contact the Salem Office.

F. D. Morgan
Division Engineer

dls
encl.

NOTED
I. A. DeFRANCE

NOTED
E. E. JOHNSTON

FORM
COMMISSIONERS
BEN R CHANDLER, CHAIRMAN
COOS BAY
CHAS H REYNOLDS, MEMBER
LA GRANDE
H K McIVER, MEMBER
PORTLAND
H B GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT

H H BALDOCK
STATE HIGHWAY ENGINEER
W C WILLIAMS
1ST ASST STATE HWY. ENGR.
W W STIFFLER
2ND ASST STATE HWY. ENGR.
C W ENFIELD
ATTORNEY

April 9, 1958

U. S. Army Engineers
Portland District Office
628 Pittock Block
Portland, Oregon

Gentlemen:

At Engineer's Station 730+50 on the relocated section of the Willamette Highway and along the southerly side of the Lookout Point reservoir a serious slide condition has developed which affects both our highway roadbed and the Southern Pacific tracks just below. The location is further defined as being two (2) miles east of the Minnow slide which was corrected by the Army Engineers last year.

At the afore-mentioned station our 48" CGI culvert has sheared off about halfway through the fill, blocking the drainage and thus necessitating repairs before the fall rains set in. As your exploration crews have spent some time working in the area it was our thought that perhaps you contemplate some slide correction work this year that might obviate the need of our repairing the culvert.

Will you be kind enough to let us know, at your convenience, whether or not any corrective work is planned at this time.

Very truly yours,

D. J. Sage
Dist. Maint. Supt.
Box 1269
Eugene, Oregon

DJS:jsb
cc: F. D. Morgan
Roseburg

APR 1 1958

ER-96(1) John Day River Bridge Section 1968

#6537 CONFIDENTIAL

FILMED
AUG 2 - 1965

FORM E-20 50M 7-64 SP*6229-734

FOR FILING

28-1042
EP 96(1)
(63)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22, 1965

SUBJECT: John Day River Bridge

To: MEMORANDUM TO FILE

CONFIDENTIAL

On July 20, 1965, a meeting was held in the Chief Counsel's office to discuss the State's reply to the Corps of Engineers' answer to our letter to the Comptroller General, with respect to the liability of the Corps for the failure of the John Day River Bridge. Present at the meeting were Messrs. R. L. Porter, Tom Edwards, Ivan D. Merchant, D. W. Gallaher, G. E. Rohde, and the undersigned.

The following points were discussed for possible use in our answer:

(1) It was mentioned by Merchant and Gallaher that notwithstanding the fact the new railroad bridge did not fall during the John Day River flood, it was discovered that the underfootings were all scoured and the bridge only remained standing because its piers were set upon piling. Upon notice to the Corps of this fact, the Corps immediately commenced repair of the railroad bridge in the sum of approximately $110,000.

It was decided that we should contact Union Pacific Railroad Company to determine the nature of their agreement with the Corps to check whether or not the language of the state-railroad agreements is similar.

(2) In our reply we should emphasize the fact that Article 8 of the agreement specifically mentions "delayed construction applies to structures." Likewise, the area where the structure is located was not omitted, as were other sections of the highway, which refutes to some extent the Corps' position that the delayed construction was to apply only to new, unstable areas, and that the bed of the John Day River was considered to be a stable area.

(3) Emphasis should be made of the fact that at no place in Article 8 is the word "pool" mentioned, which refutes

NOTED
TOM EDWARDS

the Corps' insistence that the 5-year period was for protection from the raising of the pool. If this is the Corps' interpretation, then our time limit should run from the date the pool was raised rather than from the date the highway is opened to travel.

(4) The bridge was built by the State at the Corps' request. The Corps could have built the bridge but desired the State to do so. The State, in accomplishing the relocation work which was required solely because of the John Day Dam, desired to cooperate. It now appears the State, under the Corps' interpretation, is being penalized for such cooperation.

(5) With respect to page 4 of the Corps' report on events, it appears that on October 4, 1962, Mr. Merchant did request additional probe holes in the footings of pier 3, since the excavation as well as the attempt to drive piling or coffer sheets, was not progressing in the type of ground which the Corps represented by their drill record. It appears that the Corps, in making their initial drilling, used a "percussion drill," which is little more than a large air jackhammer. This type of drill does not test for density since it completely destroys underearth layers and blows them to the top in fine gravel. It is difficult to determine from this gravel or residue the exact compressibility or penetrability of the underlying surface. According to Mr. Gallaher this type of drill makes very little change, even when it hits a solid boulder. It appears that our design was based on the Corps' drills which were not even made within the footing area. The drills were on centerline, but off each footing area. It appears the Corps should have used a core drill to determine density of the cemented or cementatious gravel which the Corps described in their drill records as being "sandy, fine gravel." In this case the contractor was unable to drive piling or coffer sheets, hence to a great extent the contractor ran into a completely changed condition. It was contrary to the Corps' drilling information which they were required to furnish us under our Miscellaneous Contract No. 2047.

On October 4, 1962, we asked for 8 probe holes, 4 at each footing (which are areas 29' by 23'), basically for the purpose of finding any faults, attempting to verify the original percussion drillings, and to determine whether or not this cementatious gravel was compressible. It was believed by all parties that if this material was compressible it would

permit settling. It appeared that the material was not compressible and that the footings for pier 3 could be set at an elevation of 143± rather than at an elevation of 130.0 as shown on the original bridge plans. The Corps again used the percussion drill but, in this instance with Mr. Merchant's permission (according to Mr. Gallaher). All of this work was coordinated with the Corps. Apparently, after the drillings were completed, a phone call was made to the Corps by Mr. L. R. Allen, Assistant Bridge Engineer in charge of construction, who is now with the Port of Portland. On October 10, 1962, Mr. Hansens orally informed Gallaher at Arlington, without qualification, that the Corps of Engineers had given its approval for the State's contractor to place the footings of pier 3 at elevation 143± rather than at 130.0. The Corps claims that consent was given because this was a minor change. It now appears that the downriver piling will go down to an elevation of 127.0 which is 16 feet deeper than originally set, and it is our understanding that the contractor is having to blast through the cementatious gravel for the entire distance. The cost of this exta work should be ascertained as evidence of the large sums of money which the Corps saved by agreeing to place the original piers at 143± rather than at bedrock.

(6) The contract with the Corps provides that the Corps approved our design, and Article 1, section c, further provides that there shall be no change in plans without mutual agreement. This is in direct conflict with the Corps' statement that their approval of our change was not necessary since the State was responsible for design and the maintenance following construction. Here again it should be mentioned that our design was based on faulty core drillings and, further, was designed to set in the John Day pool. The latter feature is extremely important since if it had been believed that the velocity of the John Day River would have been as great as occurred, no pier would have been placed in the middle of the stream bed, but instead a much more expensive span would have been built. It is likewise to be remembered that the Corps placed the Department under continual pressure to get the bridge completed as simply and rapidly as possible so that they could progress with other work on the highway relocation.

(7) The oral approval by the Corps, at the time and on the spot, was not uncommon in the building of the bridge. Other footings likewise had to be changed when it was discovered by Resident Bridge Engineer Gallaher that the Corps' drillings were inaccurate as to subsurface footings. It might

be mentioned, for example, that the Corps showed ground level at 1[illegible] when actually ground level was at 153 in the bed of th[illegible] John Day River.

(3) Al Rear has made a comprehensive report on the bridge and likewise has in his possession photo copies of all the diary notes made by Resident Bridge Engineer Gallaher. It might be well to at least peruse the report for additional details if they are needed.

Frank

FRANK C. McKINNEY
Acting Assistant Counsel

FCMcK:ks

RECEIVED
AUG 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 6 - 1965
ER-96(1)
6537

Salem, Oregon
July 2, 1965

Mr. Tom Edwards
Mr. I. D. Merchant
Mr. G. E. Rohde

CONFIDENTIAL

We have received a letter from the General Accounting Office relative to our request to the Controller General for a determination of responsibility on the part of the Corps of Engineers as to repairs on the John Day Bridge.

The General Accounting Office has furnished us a copy of the Corps of Engineers' statement on the matter and has asked for our comments thereon at an early date. Mr. Rohde will advise the GAO that we will study the matter and have a reply as soon as possible.

It is requested that Mr. Edwards; Mr. Merchant; and, if possible, the Resident Engineer on the John Day Bridge, meet with Mr. Rohde and me as soon as possible to discuss the content of the reply.

Because of the short time involved, I suggest 10 a.m. on July 20 in Mr. Rohde's office.

R. L. Porter
Deputy State Highway Engineer

Att.

RLP:ms
cc Mr. Forrest Cooper
Mr. Victor D. Wolfe

Copies of statement

UNITED STATES GENERAL ACCOUNTING OFFICE
WASHINGTON, D.C. 20548

OFFICE OF GENERAL COUNSEL

B-144837

JUN 24 1965

Mr. G. E. Rohde
Chief Counsel
Oregon State Highway Department
Salem, Oregon 97310

Dear Mr. Rohde:

In accordance with a telephone conversation on June 23, 1965, between a member of our staff and Mr. Forrest Cooper of your Department, there is enclosed for your examination copies of the administrative report, enclosure 1 attached to that report and recommendations from the Department of the Army with respect to the question raised in your letter of April 23, 1965, with regard to contract DA-45-164-CIVENG-61-103 covering the relocation and reconstruction of certain Oregon highway facilities including the John Day River Bridge.

If you intend to comment upon the enclosures, it will be appreciated if the comments are furnished to us in writing at an early date.

Very truly yours,

Albert Goldstein

Albert Goldstein
Assistant General Counsel

Enclosures

ADMINISTRATIVE REPORT

re

Reconstruction of John Day River Highway Bridge
Contract No. DA-45-164-CIVENG-61-103

This is in response to a letter from the United States General Accounting Office dated 14 May 1965 (B-144887) concerning a request by the Oregon State Highway Department for an interpretation of Article 8 of contract DA-45-164-CIVENG-61-103.

A brief history is considered appropriate. Funds for advance engineering and design for the John Day Lock and Dam Project were initially appropriated in fiscal year 1956. Due to the required major relocation of U. S. Highway No. 30, later designated as Interstate 80N in the National System of Interstate and Defense Highways, early contacts were made with the Oregon State Highway Department and the Portland Regional Office of the Bureau of Public Roads. In these early discussions mutual agreement was reached that the State Highway Department and Bureau of Public Roads would assume responsibility for adequacy of design of the relocated highway facilities. Designs were to be in accordance with the then current State and Bureau of Public Roads standards. The Walla Walla District, Corps of Engineers, would review the design of facilities desired by the owner. The review would be principally to determine the extent and scope for which the John Day Lock and Dam Project would be responsible in compliance with engineering regulations.[1]

In the discussions and negotiations between the parties it was determined that certain portions of the relocation construction for the highway could be most economically performed in common with required relocation construction of the parallel Union Pacific Railroad.[2] It was also determined that certain portions of the relocation construction were entirely separate from the adjacent railroad construction. In furtherance of the usual method of performing relocation as expressed in Engineering Regulations,[3] it was mutually agreed that such separate highway relocation construction would be performed by the State of Oregon Highway Department with reimbursement by the Government for that portion of the work determined to be a project responsibility. Similarly, it was mutually agreed

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1. ER 1180-1-1, para. 53-209.2.

2. See ER 1180-1-1, para. 53-301.

3. ER 1180-1-1, para. 53-401a.

Incl 2

that construction common to both road and highway would be performed by contract to be awarded by the Government with reimbursement by the State for any betterment it desired.

This agreement was implemented in part by a contract (DA-45-164-CIVENG-59-39, dated 29 December 1958) for engineering services to be rendered by the State of Oregon Highway Department, also in accordance with regulations.[4] Notice to proceed was received by the State of Oregon on 5 January 1959. Paragraph 1a of Appendix "A" of the contract provided, in part, for preparation of preliminary studies, sketches, layout plans, final design, specifications, analysis of design, estimates of cost and checking of shop drawings for the John Day River Highway Bridge.

The remainder of the agreement was implemented by a contract for relocation of the State-owned facilities, in compliance with regulations.[5] This contract is numbered DA-45-164-CIVENG-61-103 and is dated 25 October 1961. Notice to proceed was received by the State on 8 December 1961. Article 1b of the contract provides for a joint approval by the Contracting Officer and the State Highway Engineer of plans and specifications for highway bridges prepared by the State under contract DA-45-164-CIVENG-59-39 before advertisement of contracts. Article 1c provides for changes or alterations in the approved detailed plans and specifications by mutual agreement in writing between the Contracting Officer and State Highway Engineer. Article 3b of the contract provides, in part, that the State will perform the construction and inspection of the John Day River Highway Bridge in accordance with the approved plans, specifications and exhibits referred to in Article 1, by contracts publicly advertised for bids. Article 6 of the contract provides that the State shall be responsible for all materials furnished and work performed by it. Article 7a of the contract provides that the Government shall have the right to inspect work performed by the State, on any work unit, at any time during its progress and to make final inspection upon its completion. Failure of the Government to object within 20 days after final inspection, or within 30 days after completion of any work unit, shall indicate satisfactory performance of the contract by the State. Article 7c of the contract provides for a final inspection of any completed segment of highway to be open for public use to be made jointly by representatives of the State and the Government for the purpose of determining whether or not the construction was completed in accordance with the contract and the plans and specifications. If it has been so completed, the State is obligated to accept such segment in writing, for maintenance and public traffic.

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4. ER 1180-1-1, para. 53-401.1b; ER 1110-1-1, para. 11b.

5. ER 1180-1-1, para. 53-402a.

The final plans and specifications for construction of the John Day River Highway Bridge were approved by the State Highway Engineer on 30 March 1961 and by the Contracting Officer on 31 October and 3 November 1961. Bids were opened by the State on 6 December 1961. Award of the contract was made by the State to Pacific Concrete Company, Otis P. Jordan, Jr. and C. Vernon Glidden, a joint venture, on 4 January 1962. The bridge was opened to public traffic on 12 August 1963 and final inspection was made on 2 October 1963.

It is considered that responsibility for design of the relocated highway and structures therein rested with the State of Oregon. If the State of Oregon made changes in design of the highway or structures, they were to be approved by the Government. In practice, advance approval was only secured for major changes in design.[6] The reason was that advance approval was necessarily concomittant with agreement on cost responsibility. During the course of construction minor revisions in design were not approved in advance, but generally after-the-fact approval was obtained.[7] Changes in the elevation of the pier footings of the John Day River Highway Bridge were considered by the State of Oregon to be minor revisions in design,[8] and after-the-fact approval thereof was obtained as well as agreement with regard to cost responsibility.

Negotiations on contract No. DA-45-164-CIVENG-61-103 took place over many months. One of the items for negotiation was a Deferred Construction clause. Corps of Engineer regulations provide:

> "Under circumstances where the relocated portion of a railroad (and limited to railroads only, except when specifically approved for highways in each instance by the Chief of Engineers) which involves cuts and fills cannot be considered to constitute an adequate replacement until seasoned to withstand the same conditions as the old facility, or where subsidence, sloughing or other damages may be anticipated for a period of time subsequent to the completion of the new construction, the cost involved in stabilizing the new facility, over and above ordinary maintenance, may be allowed for a reasonable period of time, but not to exceed 5 years after such relocation has been placed in operation. However, it should be understood that the Government's obligation is to pay only the actual costs of such work and only on a reimbursable

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6. See Statement of Curtis G. Hansens, Inclosure 1.

7. See Hansen's Statement, Inclosure 1; OSH letter of 30 March 1962, Inclosure 2; CE reply of 10 April 1962, Inclosure 3; and Exhibits E, F and G of BPR report, Inclosure 4.

8. Exhibit F of BPR Report, Inclosure 4.

"basis. No predetermined lump sum payment will be allowed. Such work will be considered as deferred construction." (ER 1180-1-1; para. 53-209.6)

Approval for insertion of a Deferred Construction clause was obtained from Office, Chief of Engineers, and the clause was included in the contract as Article 8. The Deferred Construction clause was intended by the parties to apply to damage caused to unseasoned and unstabilized areas of new construction, which damage resulted from action of the reservoir after raising of the pool behind the John Day Lock and Dam. The clause was also intended to apply to unseasoned and unstabilized embankments and/or cut slopes by reason of the highway being in a more hazardous location than before relocation.[9] Certain areas of the highway relocation were excluded from operation of the Deferred Construction clause because they were not in a position to be affected by the action of the John Day reservoir pool, and were not in a more hazardous location, i.e., adjacent to high cuts or high basalt bluffs.[10] The Deferred Construction clause was not intended to apply to unaltered terrain, or to seasoned and/or stabilized embankments, slopes, natural riverbeds, or areas. Obviously, the Government could not make itself an insurer against all damage which might occur to the relocated highway and structures situated thereon. To determine whether or not the Deferred Construction clause applies to a particular situation, it is necessary to ask the question: "Did the area in which the damage occurred require seasoning and/or stabilization?"

It is the position of the Corps of Engineers that the natural bed of the John Day River upon which the footing of Pier 3 was founded was an area which did not require seasoning, nor was it in a hazardous location adjacent to high cuts or high basalt bluffs, nor did the damage result from action of the reservoir pool; therefore, the Deferred Construction clause does not apply.

The events insofar as known to this office which led to the decision of the State to found Pier 3 on riverbed material are as follows: By telephone call on 4 October 1962, a representative of the State Highway Engineer advised Mr. Curtis G. Hansens of this office (See Inclosure 1, for his statement) that the construction contractor was experiencing difficulty in excavating riverbed material for bridge Pier No. 3. He requested that the Government arrange for driving 8 probe holes, one in each corner of the two footings, to and into rock for the purpose of accurately determining depth to bedrock. Performance of foundation exploration by the Government is provided for in Article 1 of Contract No. DA-45-164-CIVENG-59-39. Results of the explorations showed, at time of exploration, depths of 9.6 to 13 feet of sandy gravel and gravelly sand

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9. See Hansens' Statement, Inclosure 1; OSH letter of 20 July 1961, Inclosure 5; CE reply of 7 August 1961, Inclosure 6; and CE letter of 11 September 1961, Inclosure 7.

10. See CE letter of 11 September 1961, Inclosure 7.

above bedrock. The drill logs were furnished to the State representative at the site. By telephone call on 9 October 1962, a representative of the State Highway Engineer advised a representative of the Contracting Officer that on review of the drill logs the State had decided to found the footings for Pier No. 3 on the riverbed material rather than on bedrock as indicated on the contract drawings, and would so proceed unless the Contracting Officer objected. This decision of the State was discussed between Chief, Engineering Division and Chief, Soils Section of the District. The Chief, Engineering Division decided that, in view of the mutual agreement on assumption of design responsibility by the State for structures to be designed, constructed, and owned by the State, no objection would be made to the action of the State in this instance. This action was consistent with that taken in other instances where State design criteria were not in agreement with practices followed for Corps of Engineers construction but where the State practices were not objected to unless subsequent liability to the Government, such as deferred construction, was considered to be a possibility. No objection was, therefore, taken to the decision of the State.

Also see Inclosure 4, Bureau of Public Roads Report for its findings as to the circumstances which led to the State's decision.

The following comments are keyed to paragraphs of the letter from the Oregon State Highway Department to the Comptroller General dated 23 April 1965.

Par. 1 - Statements are factual.

Par. 2 - Statements are factual.

Par. 3 - With regard to the last sentence of this paragraph, contract No. DA-45-164-CIVENG-59-39 provided among other things that the Corps of Engineers would provide surveys, alignment maps, cross sections and subsurface investigations for piers and abutments, including determination of adequacy of such explorations. With regard to adequacy of explorations this provision was included to provide fiscal control of explorations by the Corps. All explorations desired by the State were performed.

Par. 4 - Statements are factual.

Par. 5 - The Corps of Engineers was not requested and did not participate in arriving at a determination that excavation for the footings for Pier No. 3 to bedrock was impossible without blasting. In October 1962, during the construction phase, the State verbally requested the Corps of Engineers to drive probe holes to and into rock under each corner of the two rectangular footings for Pier No. 3. This work was accomplished under an expedited schedule and the information furnished the State's field representative. The drill logs furnished the State did not classify

the overburden material encountered as compacted or cemented except for the upper 3.2 feet of one probing (PN 3445).[11]

Par. 6 - This office has no record of a formal joint determination between the State, the Bureau of Public Roads and the Corps of Engineers concerning the adequacy of the sand and gravel as a foundation for Pier No. 3. Oral discussions were held during October 1962 between representatives of the State and the Corps. Corps representatives considered design and construction responsibility to be with the State under terms of the referenced contracts and Corps responsibility to be principally in the area of Project liability for payments for relocation construction for which the Project was obligated. In consideration of this policy, the State representative was orally advised by a Corps representative that no objection would be made to the proposed design change in footing elevation of Pier No. 3 should the State determine such change was warranted.[12] Article 1c of the contract referred to in paragraph 1 specifies the method by which changes or alterations in approved plans and specifications were to be made. This article says in part,

> "By mutual agreement in writing between the Contracting Officer and the State Highway Engineer, subject to approval by the Bureau of Public Roads, changes or alterations may be made . . . in the approved detailed plans and specifications described in the foregoing paragraphs of this Article 1."

The approval by the District Engineer by referenced letter dated 17 January 1964, was in reply to letter from the State Highway Bridge Engineer dated 14 November 1963, which was inclosed with the State's letter to the Comptroller General. It is noted that the first paragraph of page 3 of the referenced letter of 17 January 1964 states,

> "Major changes or additions, Items 5 and 9 above were discussed with members of your staff prior to acceptance of the work. All other items considered to be minor adjustments in plans and specifications to suit conditions encountered in construction of the work."

Since the modification to footing elevation of Pier No. 3 is included in

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11. See CE drill logs, Inclosure 8; Note that Exhibit D and the drill notes attached to the BPR Report (Inclosure 4) are merely the Oregon State Highway Department's interpretation of CE drill logs.

12. See Hansens' Statement, Inclosure 1.

Item No. 1, it must be concluded that that change was considered by the State to be a "minor adjustment in plans and specifications to suit conditions encountered in construction of the work" for which mutual agreement between the Contracting Officer and the State Highway Engineer prior to actual construction was not required in accordance with contemporaneous construction placed upon contract No. DA-45-164-CIVENG-61-103 by the parties.[13] It should be noted that the parties are still construing the contract to exclude seasoned and/or stabilized areas from operation of the Deferred Construction clause as far as flood damage is concerned.[14]

Par. 7 - This office has received no information on which the expressed opinion of riverbed scour to a depth of 6 inches below the bottom of the pier can be confirmed. Investigations by this office of extent of scour under and adjacent to the river pier of the relocated Union Pacific Railroad Bridge, immediately downstream of the referenced highway bridge, indicates scour was probably experienced to or near bedrock at that location.

Par. 8 - Statements are factual.

Par. 9 - The interpretation expressed by the District Engineer upon Article 8 of the contract, referred to in paragraph 1, as stated in the referenced letter dated 8 January 1965 does reflect the intention of the Corps during negotiation of the agreement. Corps negotiators do not recall any discussion during negotiations with the State dealing with application of Article 8 to specific possible occurrences of damage to the relocated highway from natural or other causes not related to seasoning and stabilization of the relocated highway facilities or to the effects of the reservoir thereon.

Par. 10 - Statement is factual.

Par. 11 - The first sentence of the referenced Article 8 sets forth the mutual recognition that the condition of high bluffs and talus slopes bordering the reservoir may result in extraordinary damage during the period of time required for stabilization of the highway facilities. The following statements in that Article must be interpreted in consonance with that stated premise. Should the seasoning and stabilization of the abutment fills result in sinking or settling of the bridge

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13. See Hansens' Statement, Inclosure 1; OSH letter of 30 March 1962, Inclosure 2; CE reply of 10 April 1962, Inclosure 3; and Exhibit F of BPR Report, Inclosure 4.

14. See Memo to Files dated 15 January 1965, Inclosure 9; OSH letter of 9 February 1965, Inclosure 10; and CE reply of 10 March 1965, Inclosure 11.

abutment, then the required remedial action would be performed under the provisions of Article 8. The sinking of Pier No. 3 due to an unprecedented flood is no more considered to come within the provisions of Article 8 than would damage to the bridge due to an earthquake.

Par. 12 - The responsibility for design and construction of the John Day River Bridge rested with the Oregon State Highway Commission in accordance with provisions of the two referenced contracts between the State Highway Commission and the Corps of Engineers. Approval of actions of the Highway Department by the Corps of Engineers was primarily for the purpose of fiscal control to assure that funds provided by the John Day Project were expended in compliance with applicable law and Departmental policy. Paragraph 3.01 of Volume 2 of Design Memorandum No. 7, Relocations on Oregon Shore, Highway Structures and Railroad Overpasses, John Day Lock and Dam, states, in part, "Footings for the main piers will be founded either on bedrock or on steel bearing piles driven to bedrock." This statement pertains to the John Day River Bridge. With reference to statement regarding "save the government the expense of construction of features that may not in fact be required", attention is invited to letter dated 14 November 1963[15] inclosed with the State's letter to the Comptroller General. That letter presents a saving of $8,661.00 for "adjustment of plans to suit construction conditions encountered in the field." This is a composite adjustment for Items Nos. 1, 2, and 3. The adjustment of footing for Pier No. 3 is one of 5 pier adjustments made as described under Item No. 1. The argument that savings due to "adjustments to suit foundation conditions" places cost of repair, due to failure of bridge from unprecedented flood flows, under Article 8, does not appear to have foundation. The supposition that a bridge constructed with some other alignment and span dimensions, if the John Day Project had not been a factor, would not have failed under the experienced flood flows, is speculative and conjectural. Additional operating and maintenance costs of the highway, if any, due solely to its location because of the John Day Project, are consequential and therefore not reimbursable. As a matter of conjecture, it may be argued that had the new bridge been constructed in the same location as the old, employing the same construction practice a like result would have obtained from experienced flood flows. Inclosure 13 is a photograph of the relocated highway and railroad bridges across the John Day River. The first bridge from the right is the railroad bridge to be abandoned and removed. The second bridge is the highway bridge, which will also be abandoned and removed. The third bridge is the relocated railroad bridge constructed by the Corps of Engineers. The fourth bridge is the relocated highway bridge. Inclosures 14 and 15 show the four bridges, on 23 December 1964, one day after collapse of Pier No. 3. Note the close proximity of the four bridges.

Par. 13 - Comments on Par. 12 above are applicable.

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15. Exhibit F of BPR Report, Inclosure 4.

Par. 14 - The intent of Article 8 of the contract, as expressed in the first sentence thereof, does not include a guarantee to the State for protection of damages from natural occurrences or design criteria not connected with seasoning and stabilization of the relocated highway facilities. Furthermore, without determination as to whether or not representatives of the Corps of Engineers, the Bureau of Public Roads and the State approved the change in plans with respect to Pier No. 3, the State in its function of construction and inspection of the John Day River Bridge did not follow the procedure set forth in Article 1 of contract DA-45-164-CIVENG-61-103 for mutual agreement by the parties to the contract for design modification of Pier No. 3, prior to performance of the work. It is accepted that seasoning and stabilization of fills upon which bridge abutments or piers may be placed are within the provisions of Article 8. It cannot be accepted that bridge piers built in natural river beds are within the concept of stabilization as provided in Article 8. Stability of such items is considered to be a matter of design criteria for which the State and Bureau of Public Roads are responsible under provisions of contract DA-45-164-CIVENG-61-103.

SUMMARY AND CONCLUSION

1. The State, as an independent contractor under contract DA-45-164-CIVENG-59-39, was responsible for design of the bridge.

2. The State under contract DA-45-164-CIVENG-61-103 is responsible for all materials furnished and work performed by it. Its decision during construction to effect a change in the approved bridge design because of conditions encountered in the field without obtaining prior written approval in nowise altered the relative contractual responsibility of the parties under either contract.

3. The after-the-fact approval by the Corps of Engineers of what the State refers to as "minor adjustment in plans and specifications to suit conditions encountered in construction of the work" likewise did not alter the State's responsibility for the design and construction of the bridge.

4. Article 8. DEFERRED CONSTRUCTION does not make the Corps of Engineers an insurer of the bridge from all natural catastrophies. The purpose of the clause is to protect the State from damages connected with seasoning and stabilization of relocated highway facilities. Pier No. 3 was founded upon terrain that was already seasoned and stable, and not as set forth in Article 8:

> "on terrain consisting of high rock bluffs and talus slopes and border the reservoir to be created by the project which conditions may result in extraordinary damage during the period

"of time required for stabilization of the highway facilities following their completion."

High rock bluffs, talus slopes and action of the reservoir are not involved in the damage that did occur.

5. Even if the bridge had been designed and constructed by the Government, acceptance of the bridge for public use and travel made it the property and responsibility of the State in accordance with Article 6. Thus, the State would be in the same position since the Deferred Construction clause would not be applicable for reasons set forth above.

FRANK D. McELWEE
Colonel, Corps of Engineers
Contracting Officer

15 Incls
1. Curtis G. Hansens' Statement
2. Oregon State Hiwy ltr dtd 30 Mar 62
3. Corps of Engr reply dtd 10 Apr 62
4. Bureau of Public Roads Report
5. Ore. State Hiwy ltr dated 20 Jul 61
6. Corps of Engr reply dtd 7 Aug 61
7. Corps of Engr ltr dtd 11 Sep 61
8. Corps of Engr Drill Logs
9. NPW Memo to files dtd 15 Jan 65
10. Ore. State Hiwy ltr dtd 9 Feb 65
11. Corps of Engr reply dtd 10 Mar 65
12. Contract DA-45-164-CIVENG-59-39
13. Photo of bridges across John Day River, 24 Nov 64
14. Photo of bridges after flood damage, 23 Dec 64
15. Close-up photo of bridges after flood damage

STATEMENT

I, Curtis G. Hansens, Chief, John Day South Shore Section, Relocations Branch, Engineering Division, U. S. Army Engineer District, Walla Walla, make the following statement:

I was present at meetings held with the Oregon State Highway Department for the purpose of negotiating Contract No. DA-45-164-CIVENG-61-103. I participated in discussions with regard to arriving at agreement upon a deferred construction clause for the contract, which clause is now Article 8. During negotiations it was recognized that certain areas of the highway relocations would not be affected by the raising of the John Day Pool and these areas were therefore excepted from application of the deferred construction clause. With regard to the remaining areas, it is my opinion that it was intended by both Oregon State Highway Department personnel and Government personnel that the deferred construction clause was to apply to damage caused either by the raising of the pool (such as subsidence of embankments), or by damage resulting from constructing the highway in a more hazardous location than it would have been in but for the project (such as rock falls, etc.). The intent was to provide for a 5 year period of seasoning. The deferred construction clause was not intended by either State or Government personnel to apply to damage caused to the highway or structures thereon (such as flood conditions) which would have occurred whether or not the John Day project were constructed.

With regard to changes in design of the highway and structures to be relocated, it was the practice of Oregon State Highway personnel to consult with Corps of Engineer personnel only if the change involved a major expenditure of additional funds. In such case, it would be necessary to establish cost responsibility (i.e., percentage to be borne by the State and percentage to be borne by the Government), before proceeding with the design change. However, where only a minor expenditure of additional funds was involved, the State would go ahead with the design change without consulting Corps of Engineer personnel, and would then request approval after the change had been made. This was the way that contract DA-45-164-CIVENG-61-103 was applied by both parties during the course of construction of the relocated highway and structures. Bottom of footing elevations for piers 2, 5, 6 and 7 of the John Day river highway bridge were changed by the State to suit field conditions, and as far as I know, without consulting the Government. After the fact approval of the changes in design was later requested by the State. The Government's approval was primarily to establish adjustments in cost responsibility.

Concerning pier 3 of the John Day river highway bridge, on 4 October 1962 I received a telephone call from Ivan D. Merchant, Oregon State Highway Bridge Engineer. He stated that a very hard gravel layer had been encountered at the bottom of excavation for pier 3, and the contractor was having extreme difficulty in performing excavation. He said they were considering founding the pier on gravel, but would like the Corps to

Incl 1

perform some exploration drilling. I then arranged for one of our drill rigs, which was in the area, to do the work and to furnish the information to the State. On 9 October 1962 I received a telephone call from Mr. Merchant to the effect that the drilling had been completed, and in their opinion the gravel layer was satisfactory for pier foundation. He stated they would proceed to pour the footings for pier 3 unless we objected. I then got in touch with our Chief, Engineering Division and Chief, Soils Section, and we discussed the matter. My superior, the Chief of our Engineering Division, decided that since the State Highway Department had designed the bridge, and since they were going to operate and maintain it, were paying a substantial part of the cost, and since the design change did not amount to a major change in cost responsibility, that we would interpose no objection. I then called Mr, Merchant and advised him that for the foregoing reasons we would have no objection to the State proceeding as it saw fit.

Dated this 27th day of May, 1965.

Curtis G. Hansens

CURTIS G. HANSENS

15 June 1965

Mr. Albert Goldstein
Assistant General Counsel
General Accounting Office
Washington, D. C. 20548

Dear Mr. Goldstein:

Pursuant to your recent request, B-144887, there is submitted herewith an Administrative Report from the Contracting Officer pertaining to the request of the Oregon State Highway Department for an interpretation of Article 8 of Contract DA-45-164-CIVENG-61-103 for relocation of U. S. Highway No. 30 including the John Day River Highway Bridge, as necessitated by development of the John Day Lock and Dam project, Columbia River, Oregon.

Also inclosed is the recommendation of the Chief of Engineers made by the Director of Civil Works in concurrence with the views of the Contracting Officer and emphasizing particular aspects of the report. It is recommended by the Chief of Engineers that the position of the Government as to non-liability for a cost of reconstruction of the John Day River Highway bridge be sustained.

Sincerely yours,

2 Incl
1. Recommendation of Dir/CW
2. Adm Rept w/15 incl

C. W. CHAPMAN, JR.
Colonel, Corps of Engineers
Executive

RECOMMENDATION

re

Request by Oregon State Highway Department for Decision by the Comptroller General as to Liability of the Government for Cost of Reconstruction of John Day River Highway Bridge Contract No. DA-45-164-CIVENG-61-103

Pursuant to request from the Office of General Counsel, General Accounting Office, by letter of 14 May 1965 (B-144887), there is inclosed an Administrative Report prepared by the Contracting Officer, the District Engineer, U. S. Army Engineer District, Walla Walla, Washington, concerning the presentation made by the Oregon State Highway Department to the Comptroller General for a decision interpreting Article 8 of Contract DA-45-164-CIVENG-61-103. The contract is for the relocation of U. S. Highway No. 30 including the relocation of the John Day River Highway Bridge as necessitated by development of the John Day Lock and Dam project, Columbia River, Oregon. Part of the completed bridge was destroyed in the flood of December 1964. The Oregon State Highway Department asserts that the Government is liable for the costs of repair and restoration of the bridge by reason of Article 8 of the contract.

It is considered that the recitation of the facts and the analysis of the intent of the parties with respect to Article 8 of the contract as presented in the attached Administrative Report are correct and entirely refute the position assumed by the State Highway Department as to the Government's liability. As set forth in the report, the so-called deferred construction clause contemplates the assumption by the Government of extraordinary maintenance and repair costs incurred due to unseasoned and unstabilized embankments or cut slopes on terrain consisting of high rock bluffs and talus slopes that border the reservoir.

It is a matter of policy of the Chief of Engineers, as quoted in the Administrative Report, that the deferred construction clause shall never apply to unaltered terrain or to seasoned and stabilized embankments or slopes. Accordingly, it was never the intent of the Chief of Engineers, and the language of Article 8 of the contract is clear, that the deferred construction obligation does not extend to assure integrity of a bridge footing placed on seasoned natural bed of a river against all natural catastrophes such as an unprecedented flood. Furthermore, the State was fully responsible under the contract for all materials furnished and work performed on the

RECOMMENDATION

John Day River Highway Bridge. The work was completed and accepted by the State pursuant to the terms of the contract. It is the recommendation of the Chief of Engineers in concurrence with the views of the District Engineer as set forth in the attached report that the position of the Government in this matter be sustained.

A copy of the above-referenced contract has not been inclosed inasmuch as it was included in the file submitted by the State Highway Department.

JACKSON GRAHAM
Major General, USA
Director of Civil Works

S-432(4) Cape Lookout Summit Sec., FAS 617 (Grading) 1965

#6538

C+A 2778

Monthly transaction number	FORM R-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 16	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7)	County Tillamook
Modification number 3		Project number S-432(4)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on February 16, 1965, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 182,513.00	$ 185,134.83
Federal funds	$ 115,855.04	$ 117,520.05
Other revisions		

This modification is made for the following reasons:

Due to request for modification based on Post-Final Voucher.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 24 day of August, 19 67.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By _____
(Division Engineer)
L. R. Backlund, Admin. Manager

US COMM-DC 26364-P65

STATE COPY

Monthly transaction number: 3-3	FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State: Oregon
Project report number: 12	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 2-20-67	County: Tillamook
Modification number: 2		Project number: S-432(4)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on February 16, 1965, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 175,837.00	$ 182,513.00
Federal funds	$ 111,000.00	$ 115,855.04
Other revisions		

This modification is made for the following reasons:

Based on Final Voucher amount.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 20th day of February, 1967.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. B. Klaboe

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
A. W. PARSONS, Division Engineer

By L. R. Backlund
L. R. Backlund, Admin. Manager
(Division Engineer)

US COMM-DC 26364-P65

STATE COPY

Monthly transaction number: 11-16	FORM PR-23A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State: Oregon
Project report number: 8	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7)	County: Tillamook
Modification number: 1 L-5-8	10-26-66	Project number: S-432(4)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on February 16, 1965, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 148,810	$ 175,837
Federal funds	$ 94,000.00	$ 111,000.00
Other revisions		

This modification is made for the following reasons:

Revised estimate based on increased bid item quantities and extra work orders.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 26th day of October, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By P K Labbe

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
A. W. PARSONS, Division Engineer

By L. R. Backlund
L. R. Backlund (Division Engineer)
Administrative Manager

US COMM-DC 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. S-432(4)

SAND LOCKOUT - BURNT WOMAN SECTION OF THE ROGUE-

SIXES LAKE ROAD (FAS 617) in TILLAMOOK COUNTY

(Revised estimate as a basis for modification of project agreement. Based on revised bid item quantities and extra work orders.)

Salem, Oregon, October 17, 1966

Type Code 0010
Grading (Sta. 136+60 to 181+00) (Contract No. 6538)

Previous subtotal on Estimate of Feb. 3, 1965			$135,202.00
Previous estimate			
Selective Removal of Timber	55 sq.ft.	$ 6.00	$ 330.00
Trench Excavation	600 cu.yd.	2.50	1,500.00
General Excavation, Unclassified	165,300 cu.yds.	0.57	94,221.00
Embankment Foundation Excavation, Unclassified	1,700 cu.yds.	0.65	1,105.00
42-inch Culvert Pipe	310 lin.ft.	15.00	4,650.00
6-inch Drain Pipe	1,420 lin.ft.	2.25	3,195.00
Special Backfill in Drains	300 cu.yds.	8.00	2,400.00
			$107,401.00
Revised estimate			
Selective Removal of Timber	395 sq.ft.	$ 6.00	$ 2,370.00
Trench Excavation	1,000 cu.yd.	2.50	2,500.00
General Excavation, Unclassified	170,000 cu.yds.	0.57	96,900.00
Embankment Foundation Excavation, Unclassified	3,190 cu.yds.	0.65	2,073.50
42-inch Culvert Pipe	470 lin.ft.	15.00	7,050.00
6-inch Drain Pipe	3,340 lin.ft.	2.25	7,515.00
Special Backfill in Drains	525 cu.yds.	8.00	4,200.00
EXO #1 Fill Slide Repair	All Req.		2,932.50
EXO #2 Slide Removal	All Req.		1,950.00
EXO #3 Slide Pioneering & Clearing	All Req.		4,480.00
			$131,971.00
	Net Increase		24,570.00
	Subtotal		$159,052.00
	10% Engr. & Cont.		15,935.00
			$175,837.00

Length of Roadway - - - - - - - - - - 1.169 mi.
Length of Roadway - - - - - - - - - - 0.123 mi. (no work)
Total Length - - - - - - - - - - - - 1.292 mi.
Cost of Roadway per mile - - - - - - $150,416.60

Federal Funds	$111,000.00
State Funds	32,418.50
County Funds	32,418.50
Total	$175,837.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
43-2(4)-61	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 6538 4		COUNTY Tillamook
		PROJECT NO. S-432(4)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Approx. 7.4 mi. S. Netarts S. 1.2 mi.
(Cape Lookout Summit Section)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-9-64	1.169
*OTHER *(Specify)*		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 148,810.00	$ 34,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Hugh D. Evans

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer February 16, 1965

Oregon State Highway Department

Federal-Aid
Project No. S-432(4)

CAPE LOOKOUT SUMMIT SECTION OF THE

NETARTS-SAND LAKE ROAD (FAS 617) IN TILLAMOOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 3, 1965

Type Code 0010
Grading (Sta. 116+60 to Sta. 184+80)(Contract No. 6538)

Clearing and Grubbing	All Required		$ 15,000.00
Selective Removal of Timber	55 sq.ft.	$ 6.00	330.00
Trench Excavation	600 cu.yd.	2.50	1,500.00
Ditch Excavation, Unclassified	150 cu.yd.	3.50	525.00
General Excavation, Unclassified	165,300 cu.yd.	0.57	94,221.00
Embankment Foundation Excavation, Unclassified	1,700 cu.yd.	0.65	1,105.00
Overhaul	13,500 C-yd.sta.	0.40	5,400.00
Finishing Roadbed and Slopes	All Required		1,200.00
18-inch Culvert Pipe	530 lin.ft.	5.00	2,650.00
24-inch Culvert Pipe	58 lin.ft.	7.00	406.00
42-inch Culvert Pipe	310 lin.ft.	15.00	4,650.00
6-inch Drain Pipe	1,420 lin.ft.	2.25	3,195.00
12-inch Drain Pipe	400 lin.ft.	4.00	1,600.00
Special Backfill in Drains	300 cu.yd.	8.00	2,400.00
Special Debris Riser	All Required		250.00
Special Debris Rocks	3 only	250.00	750.00
			$135,182.00
Drain Pipe Markers			100.00
	Subtotal		$135,282.00
	10% Engr. & Cont.		13,528.00
	Total		$148,810.00

Length of Roadway	1.169 Miles
Length of Roadway	0.123 Mile (No Work)
Total Length	1.292 Miles
Cost of Roadway Per Mile	$127,297.00

Federal Funds	$ 94,000.00
State Funds	27,405.00
County Funds	27,405.00
	$148,810.00

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
AUG 18 1967

S-432(4)
6538

August 17, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Mr. Parsons:

We are forwarding four copies of post-final voucher for the Cape Lookout Summit Section, Project No. S-432(4), in the amount of $1,665.01.

The occasion for this post-final voucher submission is a contractor's claim settlement in favor of the contractor for extra haul of slide materials.

The final cost and Federal funds requested exceed the funds set up in the project agreement, and accordingly, it is requested that the project agreement be modified to conform with the revised amount.

Very truly yours,

Forrest Cooper
State Highway Engineer

By:

C. H. Maison
Controller

Attachments

PH:bg

RECEIVED
AUG 1 1967
FOR FILING

8-432(4)

6537

July 31, 1967

Reliance Insurance Company
Portland Office
620 Oregon Bank Building
Portland, Oregon 97204

Gentlemen:

A post-final payment for $2,621.65 will be made to Buswell Bros. on Contract No. 6538 for grading the Cape Lookout Summit Section of FAS 617 in Tillamook County as soon as the warrant is prepared.

The total amount paid on this contract will be $165,969.10 including the post-final payment. Of the total $11,646.61 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Buswell Bros.
P.O. Box 628
Roseburg, Oregon 97470

Mansfield and Company
1975 S.W. 5th Avenue
Portland, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
JUN 26 1967
FOR FILING
S-432(4)
6538

June 23, 1967

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6538, the Cape Lookout Summit grading project on the Netarts-Sand Lake Road (FA3617) in Tillamook County, is anticipated. Maxwell Brothers of Roseburg is the contractor. The original project authorization was $152,192.25. This was increased to $171,581.21 by your action of August 25, 1966. The present anticipated cost is $182,372.15, indicating an overrun of $10,790.94 or 6.29 percent.

The major reason for this overrun is slide correction work performed late in the project. There were other overruns in the drainage items occasioned by the necessity to control ground water.

This request for an additional authorization will be presented to you at the July 24 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

DES:NN jw

Form 2-373 (Rev. 10-66)

OREGON STATE HIGHWAY DEPARTMENT

Expected Overrun of Project Authorization

Project CAPE LOOKOUT SUMMIT — Date June 20, 1967

Highway Netarts-Sand Lake Road (FAS 617) — Contract No. 6538

County Tillamook — Kind of Work Grading — Contractor Buswell Bros.

	Original Authoriz.	Authorized by 8/25/66 Commission Action	Estimated
Contract Amount	$135,182.00	$ 138,901.00	$ 153,681.52
Anticipated Items	100.00	—	—
Contingency (4½%)	6,087.69	18,857.65	15,050.26
Engineering	10,822.56	13,822.56	16,403.05
Credits	—	—	- 2,762.68
PROJECT COST	152,192.25	171,581.21	182,372.15

NET INCREASE $ 10,790.94 or 6.29%

MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

(Indicate whether contract (C), anticipated (A), or unanticipated (U). (List all unanticipated items)	Expected Amount	Net Change
(C) Bid Item 5 General Excavation	$100,318.52	$+3,247.52
(C) " " 11 42-inch Culvt. Pipe	7,050.00	+2,400.00
(C) " " 12 6-inch Drain Pipe	7,600.50	+2,155.50
(c) " " 14 Special Backfill in Drains	4,184.64	+1,784.64
(U) PA No. 2 Extend 42" culvert		+ 660.00
(U) " " 4 Furn. & Place 18" half round flume		+ 120.00
(U) EWO " 1 Remove slide material		+2,369.06
(U) " " 2 Pioneer slopes for slide removal		+2,644.98
(U) " " 3 Clearing & pioneering slide		+6,634.57
(U) PA " 5 Settle claim for additional haul		+2,621.65

APPROVED BY
STATE HIGHWAY COMMISSION
DATE 7-24-67

Principal reasons for overruns (Continue on reverse side): Overruns in general excavation caused by extensive slide work, plus extra work on slides and related work.

INSTRUCTIONS: A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Submitted by /s/ C. H. BAKER
Resident Engineer

Confirmed by /s/ R. D. ASBURRY
Division Engineer

Noted by _____
for Construction or Bridge Engineer

Noted by _____
Assistant Deputy or State Highway Engineer

SP-23703-734

RECEIVED
JUN 14 1967
FOR FILING

S-4: (4)

6538

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 5, 1967

To: F. B. Klaboe
Assistant State Highway Engineer

SUBJECT: Cape Lookout Summit
Contract No. 6538
Slide Material Haul Adjustment

In late July of 1966, when the subject project was 85% completed, a cut slope slide occurred in the vicinity of Station 135. An Extra Work Order was approved at that time for the additional clearing and pioneering only. Most of the slide material was hauled some 1400 feet uphill on a 7.5% grade and wasted into the parking area fill at the summit on general excavation and haul bid items.

The final computations show that an additional 16,592 yards were moved uphill from what had been anticipated on the plans. There were some conversations with the contractor, Buswell Brothers, at the time this work was done, regarding the extra effort and cost that was involved. This was not resolved. The contractor at that time would not place a value on the extra work.

The final voucher was mailed to the contractor on December 1, 1966. The contractor made written claim under date of January 10, 1967, and again on April 13, 1967, when he returned the voucher. At that time he requested an adjustment of 20¢ per yard on 28,058 c.y. which amounted to $5611.78. The uphill movement of the material has been analyzed on the basis of the actual equipment used but with theoretical travel time based on the equipment specifications and assumed loading based on rated capacities. This was given to the contractor and he has now signed a price agreement to settle the claim in the amount of $2,621.65. This was based on an adjustment quantity of 16,592 yards mentioned above and a derived price of 15.8¢ per cubic yard extra for the uphill haul. (Payment has been made at the bid prices of 56¢ per cubic yard for general excavation plus 40¢ per C. yard station or approximately 1.6¢ per yard.) Actually, due to an arithmetical error in the derivation, this figure is very low. Attached are our computations which resulted in an adjustment figure of 31¢ per cubic yard. The proposed settlement is therefore very reasonable. In the way of further perspective on the amount of the adjustment, the $2,621.65 would cover only 12 hours operation at Force Account rates for the fleet of grading equipment used.

.0040 ¢ / 1.6 c

copy to Bond 6-13-67

NOTED
F. B. KLABOE

Advice from the Legal Department in the past concerning timely written notice of claims has been to the effect that we should not refuse a valid adjustment solely because of failure to comply properly with Article 9-6. The situation here is clearly qualified for adjustment in other respects because Section 102-3.16 provides that slide work will be classed as "extra work". We are quite sure that a full Force Account method in this case would have resulted in a much higher cost than the combination of contract prices plus the proposed adjustment.

We are holding the signed price agreement and ask your approval of the payment. (This is a Fed. Aid Secondary project.)

F. D. Morgan
Construction Engineer

By: John A. Bond

John A. Bond
Staff Assistant

JAB:ss
attachments

Approved 6-9-67
F B Klaboe
Asst. State Hwy. Engr.

RECEIVED
JUN 5 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Cape Lookout Summit Section
Parts - Sand Lake Rd.
Contract 6538

Analysis of Contractor's Claim for Increased Hauling Costs of Slide Material

Slide Area between stations 131 and 147 Center of slide area station 135+00

Disposal Area between stations PA 0 and PA 6 Center of waste area station PA 1+50

Station 147+50 = Station PA 0+00 Haul distance (av.) = 1400' (one way)

Scraper capacity (av.): 12 cu.yds. Four scrapers used = 48 cu.yds.

Scraper speeds: 3rd gear = 7.6 fps ; 2nd gear 4.7 fps

Operation utilizing only 3rd. gear

Time required for round trip: 2800'/7.6 = 368.4 sec. = 6.14 min. + 1.5 min load time + 0.5 min. dump time = 8.14 min. + 20% (slippage, age, etc.) = 9.77 min.

Trips per hour: 60/9.77 = 6.14 Yardage moved 6.14 X 48 = 294.72 cy/hr.

Equipment & Personnel and Cost: 1-TD 25 @ 22.90/hr.; 1-DW21 @ 17.15/hr.; 3-TD 24 @ 22.05 ea/hr; 1-D6 @ 11.10/hr.; 6-operators @ 6.20/hr.

Total Cost: $154.50/hr. + 15% = $177.68/hr. ÷ 294.72 cy/hr. = 60.3¢/cu.yd.

Operation utilizing 2nd gear uphill and 3rd gear downhill

Time required for round trip: 1400'/4.7 (2nd gear) = 297.9 sec. = 4.97 min. + 1.5 min. load time + 0.5 min dump time + 1400'/7.6 (3rd gear) or 3.07 min. = 10.04 min. + 20% = 12.05 min.

Trips per hour: 60/12.05 = 4.98 Yardage moved 4.98 x 48 = 239.04 cy/hr.

Equipment & Personnel and Cost: Same as above plus 1-TD 25TC @ 29.10/hr.; 1-operator @ 6.20/hr.

Total Cost: $189.80/hr. + 15% = $218.27/hr. ÷ 239.04 cy/hr = 91.3¢/cu.yd.

Difference in Cost: 31¢/cu.yd.

P.A. No. 5 reflecting difference of 15.8¢/cu.yd. is very reasonable.

Construction Division 5-18-67 [illegible]

BUSWELL BROS.
P.O. Box 628
Roseburg, Oregon 97470

April 13, 1967

Oregon State Highway Department
Salem, Oregon 97310

Attention: Mr. A. J. Kahler

Dear Mr. Kahler:

We are enclosing herewith a signed copy of your department's estimate #14 final on contract #6538 in the sum of $5,223.57.

According to our telephone conversation this morning, we reserve the right in making this a final estimate as we have a claim for additional work on this particular job which we understand is being processed by Curt Baker, resident engineer, on this particular job.

Sincerely yours

BUSWELL BROS.

Avon E. Buswell

Avon E. Buswell, Partner

cc: Mr. Curt Baker

RECEIVED
APR 17 1967
OFFICE OF
RESIDENT ENGINEER
TILLAMOOK, OREGON

BUSWELL BROS.
P.O. Box 628
Roseburg, Oregon

January 10, 1967

Mr. Curt Baker, Resident Engineer
Oregon State Highway Department
Tillamook, Oregon

Dear Sir:

During the month of August, 1966 between stations 131+50 and 138 on our Cape Lookout contract #6538, which job was in the final stages of completion, there occured a slide which was eventually computed to contain 30,078 cu. yds. Of this amount 2,020 yards were wasted in the immediate vicinity. 659 scraper loads at 13½ cu. yds apiece, totaling 8,896 cu. yds. were hauled to Big Medicine Creek fill at station 184+.

The remainder was hauled to a waste area beginning at station 146 and thence further on out to the parking area, approximately 600 feet.

Because of the unstable and muddy nature of the material, only these yards were selected by the Oregon State Highway Department for fill material at Big Medicine Creek.

As you realize, this material was very difficult to work with; especially difficult was the uphill haul to the waste area necessitating push carts the entire distance for the DW21, more often than not, and increasing the haul time for all machines nearly double what a down hill haul would have been.

Because the original plans call for only approximately 22,000 cu. yds. to be hauled up hill, we respectfully request additional monies of 20¢ per cubic yard for 28,058.8 cubic yards, amounting to $5,611.78 for this extra yardage requiring an uphill haul.

Your attention and consideration in this matter will be greatly appreciated.

Sincerely yours

BUSWELL BROS.

By Elmer E. Buswell
Anor E. Buswell

Tel # 679-9071

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JAN 11 1967
OFFICE OF
RESIDENT ENGINEER
TILLAMOOK, OREGON

RECEIVED
JUN 5 - 1967
FOR [illegible]
S-432 (4)
6538

June 5, 1967

Buswell Bros.
P. O. Box 628
Roseburg, Oregon 97470

Attention: Mr. John W. Francoeur
General Manager

Gentlemen:

This will acknowledge your letter of June 2 concerning a claim you submitted for additional compensation in the amount of $2,621.65 on Contract No. 6538.

Your letter is being referred to the Construction Division, where I understand your claim is now being investigated.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:go

cc: F. D. Morgan
Attn: John Bond

BUSWELL BROS.
P.O. Box 628
Roseburg, Oregon 97470

June 2, 1967

State of Oregon
Highway Department
Salem, 10, Oregon

Attention: Mr. Floyd Query, Secretary

Dear Sir:

Please refer to Mr. Curt Baker's, resident engineer at Tillamook, Oregon, letter of April 18, 1967 in which he approved and submitted to your office an additional claim of $2,621.65 for work done on the Cape Lookout Summit section at Netarts in the Sand Lake road contract #6538.

Upon the receipt of this claim approved by Mr. Baker we did properly sign the same and submitted it to your office.

Over 45 days have passed since this claim was submitted to your office and we have not received any payment for the claim, which in effect means that we are waiting approximately eleven months for our money in this paticular matter.

Our relations with your department have been of the best, and we ask you as a personal favor to investigate the slowness in processing the claim.

Your prompt attention will be very much appreciated.

Yours very truly

BUSWELL BROS.

John W. Francoeur, General Mgr.

JWF/dg

RECEIVED
JUN 5 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 14 1966
FOR FILING
S-432(4)
6538

December 13, 1966

Reliance Insurance Company
Portland Office
620 Oregon Bank Building
Portland, Oregon

Gentlemen:

Contract No. 6538 awarded to Buswell Bros. for grading on the Cape Lookout Summit Section of FAS 617 in Tillamook County was completed on October 15, 1966, and accepted by the Highway Commission on December 12, 1966.

Final payment in the amount of $5,223.57 will be released to the contractor after December 20, 1966. The total contract amount is $163,347.45 including $11,648.61 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

lmr

cc: Buswell Bros.
P. O. Box 628
Roseburg, Oregon

Mansfield & Co.
1975 S. W. 5th Ave.
Portland, Oregon

L. H. Young

C. H. Maison
Attn: John Herr

RECEIVED
DEC 13 1966
FOR FILING

S-432 (4)
6438

December 12, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed October 15, 1966, on Contract No. 6538. The contract was with Bunnell Bros. and was for grading on the Cape Lookout Summit Section on FAS617 in Tillamook County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 12, 1966, and that you concur in this procedure at the Commission meeting on December 19.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
R. D. Asburry

bg

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Cape Lookout Summit	WEEK ENDING: October 28, 1966	
	SECTION PREFIX: 529-1080	
HIGHWAY: Netarts - Sand Lake Rd	COUNTY: Tillamook	
NAME OF JOB: Cape Lookout Summit	KIND OF WORK: Grading	
CONTRACTOR: Buswell Bros., Inc.	CONTRACT NUMBER: 6538	FEDERAL AID PROJECT NUMBER: S-432(4)
DATE OF CONTRACT: January 27, 1965	DATE WORK STARTED: April 20, 1965	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
PROJECT AUTHORIZATION: $171,581.21	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED: 99%
EXCLUSIVE OF ENGINEERING: $160,758.21	ENGINEERING AUTHORIZATION: $10,823.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $162,863.04	ENGINEERING COST TO DATE: $16,148.29	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION
ESTIMATED PERCENT OVERRUN XXXXXXX: 1 %	PERCENT OF AUTHORIZATION: 149 %	DATE PROJECT WAS COMPLETED: October 15, 1966

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
		Project Completed					

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.17				
MILES PARTIALLY COMPLETED					
MILES COMPLETED	1.17				
TOTAL ESTIMATED QUANTITIES (CONTRACT)	165,300				
TOTAL QUANTITIES CORRECTED TO DATE	176,149.4				
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	Same				
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	Clear			
TUESDAY	Clear AM, Cloudy PM			
WEDNESDAY	Light Rain			
THURSDAY	Overcast			
FRIDAY	Fair			
SATURDAY				

RECEIVED
OCT 1 5
CONSTRUCTION
DIVISION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Office crew completed Semi-Final Estimate which was packaged on Friday. It will be delivered by hand to the Division office on Monday.

FINAL REPORT

SIGNED O.H. Baker LOCATION Tillamook

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

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AUG 10 1966
FOR FILING

S-432 (4)
6437

August 10, 1966

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6538, the Cape Lookout Summit grading project on FAB617 in Tillamook County is anticipated. Buswell Bros. of Roseburg is the contractor. The original project authorization was $152,192.25. The present anticipated cost is $171,581.21, indicating an overrun of $19,388.96 or 13 percent. This is a Federal-aid secondary project.

The major reasons for this overrun are due to unanticipated slides which occurred on the project and the necessity of additional drain pipe in order to control subsurface water.

This request for an additional authorization will be presented to you at the August 25 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

DES:nh fn

FORM E-30 REV 10-65 SP*23401.734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1966

SUBJECT: Overrun of Project Authorization
Cape Lookout Summit Section
FAS 617
Contract No. 6538

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

Attached is a report on an expected overrun of the project authorization on the subject contract. This project for grading is under contract to Buswell Bros. of Roseburg. The original project authorization was $152,192.25. The present anticipated cost is $171,581.21, indicating an overrun of $19,388.96 or 13%.

The major reason for this overrun is due to unanticipated slides which occurred last fall and this spring. The slide work was performed primarily by extra work order with some of the material being removed under the bid item for general excavation. This slide work cost more than $12,000. Another contributing factor was the increased quantities of drain pipe required to adequately handle subsurface drainage. This additional drain pipe cost in excess of $9,000.

It is recommended that the project authorization be increased by $19,388.96.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

DES:nh

Attach.

cc: L. H. Young
H. S. Cox

RECEIVED
AUG 5 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Form No. 42-372—10M-7-55

S-432(4)

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Cape Lookout Summit Date July 27, 1966, 19

Highway Roberts-Sand Lake Road (FAS 617) Contract No. 6538

County Tillamook Kind of Work Grading Contractor Emerald Bros

Contract Amount $ 135,182.00

Expected over-runs and under-runs in contract items:		Quantity	Unit Price	Amount
Major items, itemized:				
General Excavation	over	5000	0157	$2850
6" drain pipe	over	1000	2.25	2250

Minor items, unitemized algebraic total ..... under 1381

Subtotal ..... $ 3719

Approved work orders (Price, extra work and state force orders) ..... $ 14,142.65

Expected over-runs and under-runs in work orders:		Amount
Major items, itemized:		
none		

APPROVED BY
STATE HIGHWAY COMMISSION
DATE Aug. 25, 1966

Minor items, unitemized algebraic total ..... under ..... -400.00

Subtotal ..... $ -400.00

Authorization for engineering ..... $ 10,822.56

Expected over-run or under-run of engineering authorization ..... $ 3,000

Costs not included above (explain) $80 for slide pioneering, submitted this date ..... $ 4480.00

Allowance for future contingencies (10 % of work remaining) ..... $ 635.00

Credits to come from transfers and deductions ..... $ 0

Present estimate of project cost ..... $ 171,581.21

Brief Statement of principal causes of over-run:

Substantial overrun in the amount of drain pipe, which was documented by a Price Agreement, and slide correction problems. Fill slide at Big Medicine Creek last year and the cut slide at 135 this year are the major slides.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 152,192.25	Space to right of this line is for use of Salem office.
Present estimate of project cost	$ 171,581.21	
Expected over-run (Amount)	$ 19,388.96	
Expected over-run (per cent)	13	

Submitted by: C. H. Butler
Resident Engineer

Noted by: John A. Elmo
for Construction or Bridge Engineer

Confirmed by:
Division Engineer

Noted by:
for Assistant State Highway Engineer

State Printing 68719

RECEIVED
APR 12 1965
FOR FILING

January 27, 1965

Buswell Brothers
P. O. Box 628
Roseburg, Oregon

Gentlemen:

The State Highway Commission in the forenoon of January 27, 1965, accepted your proposal for grading on the Cape Lookout Summit Section of FAS 617, south of Tillamook in Tillamook County for the sum of $135,182 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer this afternoon awarded you the project, which has been assigned Contract No. 6538.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

RECEIVED
FEB 1 - 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6528

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

3a-2

January 25, 1965

NOTED
R. L. PORTER

Oregon State Highway Commission

Gentlemen:

On the Cape Lookout Section of the Netarts-Sand Lake County Road in Tillamook County, a contract is now underway for right-of-way clearing.

On the 14-acre section of our Cape Lookout State Park, immediately adjacent to the right-of-way being cleared, is a considerable amount of wind-damaged timber. The most advantageous time to salvage this timber would be while the clearing contractor is logging the right-of-way.

A cruise of the wind-blown timber, indicates 518 MFBM consisting of spruce and hemlock. The estimated stumpage value is $8.65 per thousand or a total of $4,480.70.

It is recommended that a negotiated sale contract be made, at our cruised valuation, with the logging contractor now clearing the right-of-way.

A third party would be unable to operate in the area until the highway grading contractor has completed his work and the job accepted.

This matter will be on the agenda at the January 27 meeting.

Very truly yours,

Original signed
Forrest Cooper

Forrest Cooper
State Highway Engineer

cc Floyd Query
P. M. Stephenson
R. L. Porter✓
Victor D. Wolfe
C. H. Maison
David G. Talbot
R. D. Asburry

FORM E-10 50M 7-64 SP*6228-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19, 1965

SUBJECT: Salvage Timber Sale
Cape Lookout State Park

To: P. M. Stephenson
Assistant State Highway Engineer

BUILDING

Attached is memo from Mr. Holmes recommending a salvage timber sale proposal for Cape Lookout State Park.

We also recommend a negotiation of a salvage timber sale and hope that telephone approval can be obtained from the Commission to go ahead with the sale. Since Mr. Nygaard is removing the right of way timber now on this section of the Netarts - Sand Lake county road, it is to our advantage to salvage the timber.

David G. Talbot
David G. Talbot
State Parks Superintendent

Attach.

FORM E-30X—30M—7-64 SP*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1965

SUBJECT: Salvage Timber Sale Proposal
Cape Lookout State Park
Tillamook County

To: Mr. W.M. Beckert
Ass't Parks Superintendent
State Highway Building
Salem, Oregon

Mr. Martin Nygaard of Astoria, who is removing the right of way timber on the Cape Lookout Section of the Netarts-Sandlake County Road, presently under a State construction contract, has brought to my attention a considerable amount of wind-damaged timber in Cape Lookout Park, adjacent to the above right of way. Mr. Nygaard inquired as to the possibility of removing this additional volume in conjunction with the right of way timber.

Upon investigation I found the wind-damaged trees cover an area of approximately 14 acres, excluding the right of way. The total volume is 518 MBF consisting of spruce and hemlock. The appraised stumpage value is $8.65 for a total value of $4,480.70. Approximately 95% of the trees included in this volume are on the ground as a result of the 1962 Columbus Day Storm. The condition of the trees is rather poor at this time. A substantial number were broken and all are in various stages of decomposition, however, a sizeable volume remains if it can be salvaged as soon as possible.

Since Mr. Nygaard will be operating adjacent to this timber, it appears to me that this would be a good opportunity for the Department to dispose of the timber for a number of reasons: The condition and value of the trees are decreasing at an accelerating rate. The blowdown trees do not present a pleasant picture and are a detraction from the scenic and recreational values of the surrounding park area. With the Netarts-Sandlake Road passing directly through this area, it presents a serious fire hazard. When the above road is completed, the opportunity to salvage the timber will be lost due to the impossibility of removing the logs to the completed road, furthermore, there will be an even greater loss in volume and value making the removal of such marginal material impractical.

I therefore recommend the negotiation of a salvage timber sale contract with Mr. Nygaard. The advertisement and auction of such a sale would be impossible in that the construction contractor is responsible for the right of way and controls its use until completion and acceptance. Mr. Nygaard has already contracted the right of way logging and a third party would be unable to operate without the permission of the construction contractor. Then, the right of way trees would have to be separated from those adjacent which would be a physical impossibility due to their position, condition, and topography. Also, by the time a third party could be brought in, there would be a further decrease in value.

Please inform me at your earliest convenience as to your opinions and recommendations. This sale, as any other sale, would require the approval of a member of the Highway Commission. If the sale as proposed is acceptable to you, will you please arrange for the Commission approval and inform me as to your decision.

Please let me know if I can provide any further information.

RICHARD W. HOLMES
Assistant Forester

RWH:vm

RECEIVED
JAN 18 1965
STATE PARKS
DEPARTMENT

Crown Willamette Paper Co.

Sec 31 T 2 S, R 10 W W M
Sec 6 T 3 S, R 10 W W M

R. 10 W W M.
R. 11 W W M.

Sec. 31. T2S. R10W.W.M.
Sec. 36 T2S. R11W.W.M.

Cape Lookout
proposed Salvage
Timber Sale

RECEIVED
JAN 7 - 1965
FOR FILING

MISC. CONTRACTS and AGREEMENTS No. 2778

Salem, Oregon
January 6, 1965

FAS-C Construction-Finance Agreement
Cape Lookout Summit Section
FAS 617, Tillamook County

Mr. H.S. Cox
County & City Engineer
Building

Attention: Mr. D.N. Harwell
Office Engineer

Attached is a partially signed copy of FAS-C Construction Finance Agreement with Tillamook County covering the Cape Lookout Summit Section of FAS 617 in Tillamook County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Tillamook County.

Secretary

fh
Attach: 1

RECEIVED
DEC 8 - 1964
FOR FILING

F-432(4)

477 Cottage Street, N.E.
Salem, Oregon - 97301

December 3, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

08-35.EC

Original signed by
T. Dec
Eng. Coordinator

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project S-432(4)
Cape Lookout Summit Section

Approval is given for your handling of the payment to the Bureau of Land Management on the captioned project as outlined in Mr. Young's December 1, 1964 letter. This approval, however, is with the understanding that all the cut timber will become the property of the contractor.

Original to Young
12-8-64

RECEIVED
NOV 25 1964

Commissioners
Tallant Greenough, Coquille
Chairman
Joseph W. Smith, Klamath Falls
Vice-Chairman
John P. Amacher, Winchester
J. Pat Metke, Bend
Wayne E. Phillips, Baker

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

CONSTRUCTION DIVISION
RECEIVED
NOV 23 1964

November 20, 1964

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

Reference is made to two projects for which prospectuses were enclosed with your letter of September 17, 1964. These projects were:

1. Cape Lookout Section, Netarts-Sand Lake County Road, FAS 617, Tillamook County.

2. Washington County Line-West Linn Section, FAS 120, Market Roads No. 12 and 4, Clackamas County.

Regarding the Cape Lookout Section, the only interest we have will involve the crossing of a tributary of Sand Creek in Section 8. This crossing should provide for passage of anadromous fish.

We have no comments relative to wildlife protection on the project FAS 120 and this is approved.

Thank you for the opportunity of reviewing these projects.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:dm

cc: Director, OFC

Copies to:
L. P. Shaw
L. H. Young
Frank Hall
T. C. Roake
J. E. Morelock
A. E. Johnson (2)
R. D. Asburry (2)

RECEIVED
NOV 23 1964
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

MONTHLY TRANSACTION NO. 11 - 76

PROGRAM NO.

FORM PR-48 (REV. 8-60)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

REQUEST FOR PROGRAM APPROVAL

STATE HIGHWAY DEPARTMENT: OREGON

DATE: 11/2/64

Mr. Young's October 14, 1964 letter

TITLE

REMARKS

Item	Project	Location
890	S-432(4)	Cape Lookout Summit Section

CLASS OF FEDERAL FUNDS: Secondary

SYSTEM (Check one applicable): ☐ FAI ☐ FAP ☐ FAU ☒ FAS

PROGRAM SUMMARY

STAGE 1 ITEM NOS. ____ THRU ____				STAGE 2 ITEM NOS. 890 THRU ____			FEDERAL FUNDS
PROJECT CLASS	NO. OF ITEMS	LENGTH (Miles)	TOTAL EST. COST	NO. OF ITEMS	LENGTH (Miles)	TOTAL EST. COST	
HPS							
RWY-HWY							
HIGHWAY				1	1.17	$200,000	$120,000
TOTALS AS SUBMITTED							
TOTALS AS APPROVED				1	1.17	$200,000	$120,000

RECOMMENDED

DATE

SIGNATURE

TITLE

EXCEPTIONS AND REMARKS (Use additional sheets if required)

APPROVED

DATE: 11/9/64

SIGNATURE: T. Dec

TITLE: Engineering Coordinator

EXCEPTIONS AND REMARKS (Use additional sheets if required)

The exceptions as noted on the PR-1 form to the AASHO minimum design standards are approved for this project. You are authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above project in accordance with the provisions of your approved Secondary Road Plan except minimum design standards. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards for these projects are lower than the minimum design standards established by AASHO, this office should be notified of such proposed exceptions and reasons thereof.

NOTED
LLOYD P. SHAW

EDITION OF 8-58 MAY BE USED

Copies To Young - Cox - 11-12-64

USCOMM-DC 49312-P60

NOV 2 1964

9-1-64

RECEIVED
OCT 19 1964
FOR FILING

October 14, 1964.

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are submitting program data for one project (Item 390) which we desire to have included in the Federal-Aid Secondary Highway Program.

This project has been selected by the State Highway Commission and the local authorities in cooperation with each other as required by the Federal-Aid Act.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

[illegible]

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-61)

FEDERAL - AID PRO

(PPM 21-

CARD 2	REPORT NUMBER (19)–(20)	1	PROJECT LOCATION *(45 typewriter spaces)* 21–65	Co.Rd. approx. 7.4 mi. S. Netarts S. 1.2 mi.	ADT	PRESENT	150	FUTURE (66)–(70)	225	YEAR (71)–(72)	80								
CARD 3	CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* 28–62	Grade and Drain	NATL. FOREST (63)–(65)		FH ROUTE NO. (66)–(68)		SUPV AGCY (69)		DA CLASSIF. (70)		DA AREA (71)		EMERG. YR. (72)–(73)		PL. AUTH YR (74)–(75)				
CARD 4	CLASS OF FEDERAL FUNDS	Secondary											COUNTY NAME	Tillamook					
	NAME OF URBAN AREA 17-31												ROUTE NO.	FEDERAL-AID 617					

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI *(Full description)*	MILES	ESTIMATED PROJECT COST: TOTAL ESTIMATED COST	FEDERAL FUNDS
	(14-15)	(16)	41	42	43–46	53		(54)–(58)	(59)–(66)	(67)–(76)
5					PE		Co.Rd. approx. 7.4 mi. S. Netarts south 1.2 miles (Cape Lookout Summit Section)			
5					ROW					
5					CONST (CODE)			1.17	200,000	120,000
							PROJECT TOTALS	1.17	200,000	120,000

(16) (23) (24) (33)

CARD 1	CODE 1	PREPARED BY
1	14	PROGRAM APPROVAL DATES

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

		PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
1.2 mi. (65)	ADT	150	225 (66) (70)	80 (71) (72)	08	Oregon	35 (2) (3)	022 (4) (9)	890 (14) (18)

SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only POST MI.	DESIG.
(68) (69)	(70)	(71)	(72) (73)	(74) (75)	S- 14 23	432 7 13	(4)	(24) (26)	27

COUNTY NAME: Tillamook — CODE: 057 (14) (16)

PROGRAM STAGE: [ ] 1 OR [X] 2

ROUTE NO.	FEDERAL-AID	STATE	U.S.
	617 (32)	Co.Rd. (36) (37)	(41)

MILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
(54) (58)	(59) (66)	(67) (76)			
					Grade and drain (future two 10' lanes bituminous surface with 2' shoulders.)
					ROW - 60' min.; Access Control - None; Parking Restrictions - None.
1.17	200,000	120,000	40,000	40,000 (Co.)	
1.17	200,000	120,000	40,000	40,000 (Co.)	
(16)	(23) (24)	(33)			

REMARKS

Assistance to displaced families and businesses - None involved.

USCOMM DUSCOMM-DC 46905-P61

CAPE LOOKOUT SUMMIT SECTION

Project No. S-432(4)

Existing Facilities

Located line. This extends previous construction on S-432(3) southerly toward a connection with FAS 618.

Adjacent Sections

North End: S-432(3), 30' subgrade. To be oiled 20' wide with 2' shoulders.

South End: Located line.

Project Data

Grading to a 30' subgrade width. The county will construct the future surfacing for two 10' travel lanes with 2' shoulders. Maximum curvature 28°, maximum grade -7.9%. The county plans to continue construction on this route to an ultimate terminus with FAS 618 one mile north of Sand Lake.

Right of Way:	Minimum 60' width.
Access Control:	None.
RR Xing:	None.
Minimum Design Standards:	Due to extremely steep mountainous terrain it is far beyond the county's resources to construct this section to higher standards of width and alignment. Construction standards will be the same as on the two previously constructed sections.
System Action:	None required.
Public Hearing:	None required.
Unusual or Complicated Situations:	Included in this project is the completion of the fill which was partially completed under Project S-432(3).
Route Data:	See S-432(2).

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 1 Pages

RECEIVED OCT 28 1964

Section CAPE LOOKOUT SURVEY Highway F.A.S. 617 County TILLAMOOK Prefix

Res. Engr. J. A. Reed Approx. Length 1.09 Miles. Sta. 127+50± to Sta. 185+08± Date 10-8-64

Truck A.D.T. 8 Traffic Coefficient 6.0 18 kip s.a. per day 5.6.

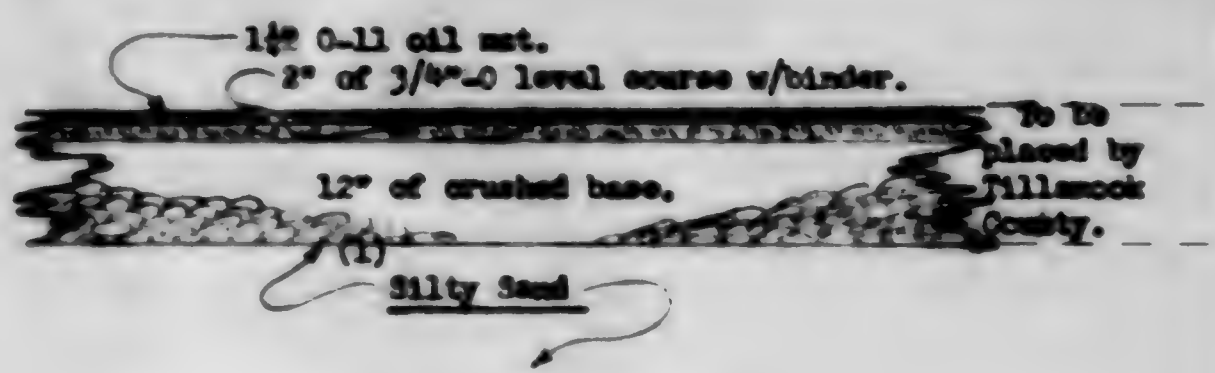
Annual Precipitation 85"± Frost Penetration - - - - - .

(1)

Typical Soil	
28	LL
0	PI
76	%P 10
48	%P200
28	%Gravel
12	%C Sand
16	%F Sand
44	%Silt
4	%Clay
35	"R" Value (Corrected)

AASHO CLASSIFICATION:
A-5 (3)

MATERIAL SOURCES:
To be determined by Tillamook County.



	CBR Total Req.	Credit	Actual Thick.	
		1½	1½	0-11
		2	2	Level
		12	12	Cr Base
	15½	15½	15½	

State participation is for the grading. Tillamook County to construct the surfacing. at a later date.
Project Base Design furnished to assure ample subgrade width.

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

Submitted by E. J. Long for Staff Assistant Recommended by [signature] Engineer of Materials

Recommended by [signature] Construction Engineer Approved by [signature] Asst. State Highway Engineer

SECTION: CAPE LOOKOUT SUMMIT

HIGHWAY: F.A.S. 617

COUNTY: TILLAMOOK

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 300 (Total)

B. Future ADT 500 (Total)

C. Mean ADT 400 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of lanes 2

F. Percent Trucks 4 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 2.0% x (C) 400 = 8

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 8 x (H) 100 % = 8

TRAFFIC COEFFICIENT = $K (I)^{0.119}$

where K = 4.669

= 5.0

SECTION: CAPE LOOKOUT SUMMIT

HIGHWAY: F.A.S. 617

COUNTY: TILLAMOOK

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good I Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made - See remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally oil
7. Stage Construction: Not a consideration
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Not a consideration
10. Stimulation of Competition: Not a consideration
11. Construction Consideration: No special problems
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Tillamook County prefers an oil mat.
13. Traffic Safety: No problems
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: No problems

CONCLUSION AND REMARKS:

This is an isolated section with no P.C.C. pavement in the immediate area. Tillamook County will do the surfacing. State participation is for grading only.

RECEIVED
OCT 7 - 1964
FOR FILING

COMMISSIONERS:
HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD W. HALL, CORVALLIS

E. 43.3 (4)

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

October 2, 1964

Mr. Forrest Cooper
State Highway Engineer
State Highway Building
Salem, Oregon 97310

Attention Mr. F. D. Morgan

Gentlemen:

The prospectuses and title sheets for the following titled proposed highway projects transmitted to us by letters dated September 17 and 18, 1964 respectively have been received.

Cape Lookout Section, Netarts-Sand Lake County Road, FAS 617, Tillamook County.

Washington County Line-West Linn Section, FAS 120, Market Roads No. 12 and 4, Clackamas County.

We do not anticipate any fishery problems in the construction of the above projects.

Vista Ridge Tunnel Section, Sunset Highway, Multnomah County.

The Vista Ridge tunnel project involves no stream habitat, hence, we have no official interest.

Powell Valley Road-Sandy Section, Mt. Hood Highway, Multnomah and Clackamas Counties.

Suitable fish passage in connection with the above project must be provided at Johnson Creek, Deep Creek, and Tickle Creek crossings.

Lost Lake Creek-Hogg Rock Summit Section, Santiam Highway, Linn County.

This project is above the reach of anadromous fish, thus we anticipate no problem.

NOTED
LLOYD P. SHAW

original to Morgan
10-7-64

Wolf Creek Bridge Section, FAS 921, Rock Creek Road, Gilliam County.

Fish passage must be maintained at the stream crossings affected by the foregoing project.

Your favorable consideration in these matters will be appreciated.

Sincerely,

William D. Clothier

WILLIAM D. CLOTHIER, ASSISTANT
STATE FISHERIES DIRECTOR

cc Reino Koski, Oregon Game Commission

S-523(2) Willow Cr. Br., Courtney Lane 1965
Co. Rd., N. of LaGrande
#6539

CaA 2779

RECEIVED
DEC 27 1965
FOR FILING

Klaboe

WLON
CON LAB PEL 40 12/23/65 3:42PM

F D MORGAN
A F PARSON

THE WILLOW CREEK SECTION OF I-80 WILL BE OPEN TO 4 LANE TRAFFIC AT 4:00PM THIS DATE.

L C SMITTON
LOY
:,.)+.

NOTED
F. B. KLABOE

RECEIVED
AUG 6 - 1965
FOR FILING

S:523(a)

6539

August 5, 1965

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

On July 13, 1965, we wrote to you concerning release of final payment on Contract No. 6539 awarded to Cumming and Webber, Inc., for the Willow Creek Bridge on Courtney Lane, FAS 919, in Union County.

Final payment on this contract is $1,442.25 and the total contract amount is $28,709.00. No work was performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Cumming & Webber, Inc.
600 S.E. 181st Avenue
Portland, Oregon

C.H. Maison
Attn: John Herr

RECEIVED
JUL 8 - 1965
FOR FILING

S-523(2)
6539

A

July 7, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed June 28, 1965, on Contract No. 6539. The contract was with Cummings and Weber Incorporated and was for construction of the Willow Creek Bridge on Courtney Lane, FAS 919, in Union County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 7, 1965, and that you concur in this procedure at the Commission meeting on July 13.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
Tom Edwards
Victor D. Wolfe
L. H. Young
Ivan D. Merchant
C. H. Maison
A. F. Parson

CAG:ja bg

RECEIVED
APR 20 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
April 19, 1965

Mr. A.W. Parsons
Division Engineer
U.S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Parsons:

Willow Creek Bridge
Contract No. 6537
Federal Aid Project No.
S-523(2)

Work was started on the above project on April 15, 1965.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

jm

cc: D.B. Parkes
F.A. Query
C.H. Nelson
L.H. Young

NOTED
FLOYD QUERY

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE: Oregon
S-523(2) 3-89	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	COUNTY: Union
PROJECT REPORT NO.: 6539 4		PROJECT NO.: S-523(2)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. 1.3 mi. E. of Summerville

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-1-64	0.015
*OTHER *(Specify)*		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 31,867.00	$ 20,200.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Floyd V. Sloan
Assistant State Highway Engineer
(Title)

By _____
Assistant State Highway Engineer
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer February 24, 1965

Oregon State Highway Department

Federal Aid
Project No. S-523(2)

WILLOW CREEK BRIDGE ON THE COQUILLE

LANE (FAS 919) IN UNION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 8, 1965

Type Code X021
Structure #8763 (Sta. 37+46 to Sta. 50+46)(Contract No. 6539)

Remove Existing Bridge	All Required		$ 2,000.00
Furnish Treated Timber Piling	1,530 lin.ft.	$ 2.00	3,060.00
Drive Timber Piles	38 only	70.00	2,660.00
Class "A" Concrete (174 cu.yds.)	All Required		15,925.00
Metal Reinforcement (38,500 lbs.)	All Required		5,000.00
8-inch Metal, Unperforated Drain Pipe	50 lin.ft.	4.00	200.00
			$28,845.00
Salvage Value of Old Bridge (12,500 lbs. $0.01)	All Required		$ (125.00)
			$28,970.00
	10% Engr. & Cont.		2,897.00
	Total		$31,867.00

Length of Structure 0.015 Mile

Federal Funds	$20,200.00
State Funds	5,833.50
County Funds	5,833.50
	$31,867.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
FEB 16 1965
FOR FILING

6539

February 16, 1965

Cumming and Webber, Inc.
600 S. E. 101st Avenue
Portland, Oregon

Gentlemen:

Two errors have been called to our attention in the make up of Contract Nos. 6539 and 6542.

In Contract No. 6539 under "Section III. Contract" on page 6 there is typed in the words "Twenty-Seventy Day of January 1965". This should read "Twenty-seventh Day of January 1965".

In Contract No. 6542 under "Section III. Contract" on page 6 there is typed in "Twenty Second day of February 1965". This should read "Second Day of February 1965".

These corrections are being made in copies of the contract as they come through our office.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

cc: Mansfield & Company
1975 S. W. Fifth Avenue
Portland, Oregon 97201

Attention: Lillian Streng

C. A. Gardner
L. H. Young
Attn: J. A. Hardie

MANSFIELD & CO.

1975 S.W. FIFTH AVE. • PORTLAND, OREGON 97201

A. G. MANSFIELD
222-7032

CHARLES A. MANSFIELD
281-6535

L. W. NEFF
[illegible]

J. P. BARNES
288-1302

HILARY L. KENNEDY
775-[illegible]

February 13, 1965

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon

In Re: CUMMING AND WEBBER, INC.

Dear Mr. Query:

We are enclosing the following contract and bond books in connection with work which the above are going to be doing for your department:

Contract 6539 - Structure - Willow Creek Bridge, Courtney Lane, FAS 919, Union County

Contract 6542 - Shady Cove Bridge, Crater Lake Highway Jackson County.

We hope these have been signed so as to meet with your approval.

Please note that on Contract #6542 on the contract portion it shows that the contract was entered into "this Twenty Second Day of February". I think you mean the second of February. I thought you might want to correct this before it is signed by your department.

Yours very truly

Lillian Strong
MANSFIELD & CO.

N

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
APR 12 1965
FOR FILING

January 27, 1965

Cumming & Webber, Inc.
600 S. E. 181st Avenue
Portland 33, Oregon

Gentlemen:

The State Highway Commission in the forenoon of January 27, 1965, accepted your proposal for the Willow Creek Bridge on Courtney Lane County Road, north of La Grande in Union County for the sum of $28,845.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer this afternoon awarded you the project, which has been assigned Contract No. 6539.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

RECEIVED
JAN 14 1965

FOR FILING
513 (2)
6539

MISC. CONTRACTS and AGREEMENTS No. 2777

Salem, Oregon
January 12, 1965

Mr. H. S. Cox
County & City Engineer
Office

B4763

Attention: Mr. Don Harwell
Office Engineer

FAS-C Construction-Finance Agreement
Courtney Lane
FAS 919, Bridge Project
Union County

Attached is a conformed copy of FAS-C Construction-Finance Agreement with Union County covering bridge project on Courtney Lane on FAS919 in Union County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Union County.

Secretary

fn
Attach: 1

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 3 Pages

REVISED

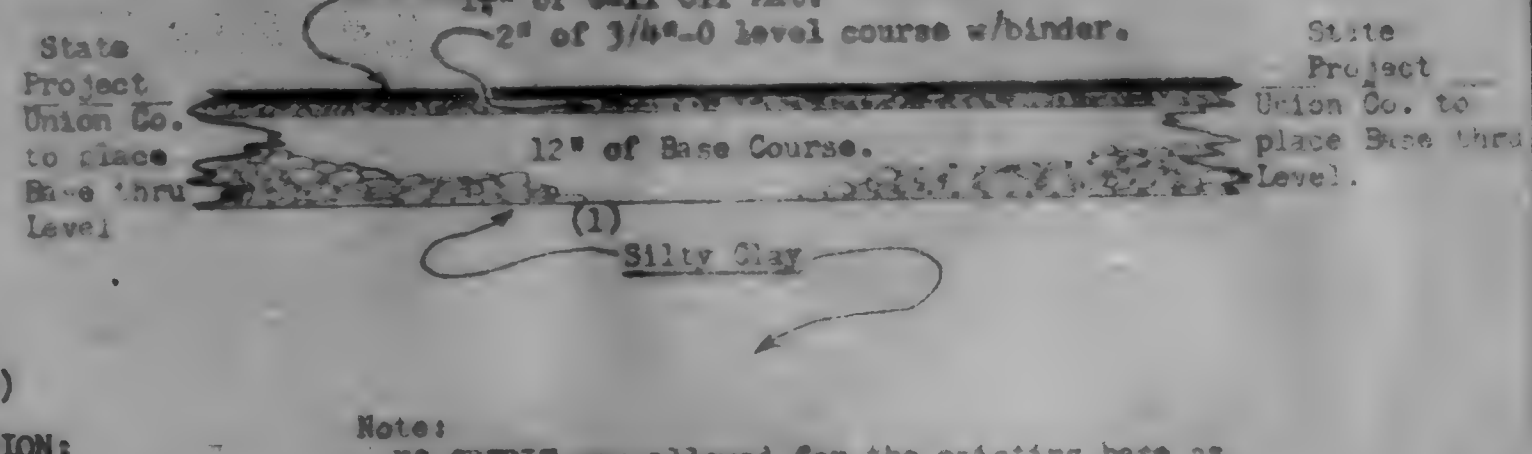
Section SUMMERVILLE-WALLOWA LAKE HIGHWAY and WILLOW CREEK BRIDGE Highway F.A.S. 919 (Courtney Lane) County UNION Prefix 531-1483

Res. Engr. J. C. Hiatt Approx. Length 3.6 Miles. Sta. _____ to Sta. _____ Date 11-20-64

Truck A.D.T. (CARS ONLY) _____ Traffic Coefficient 4.5 18 kip s.a. per day 0.57.

Annual Precipitation 21"± Frost Penetration 30"-36".

(1)
Typical Soil
4 LL
13 PI
99 %P 10
94 %P200
0 %Gravel
1 %C Sand
5 %F Sand
60 %Silt
34 %Clay
10 "R" Value (Corrected)


1½" of 0-11 Oil Mat.
2" of 3/4"-0 level course w/binder.
State Project Union Co. to place Base thru Level
12" of Base Course.
State Project Union Co. to place Base thru Level.
(1)
Silty Clay

CBR Total Req.	Credit	Actual Thick.	
	12	14	0-11 Level
	1		
15	1½	1½	
	-		

AASHO CLASSIFICATION:
A-7-6 (10)

MATERIAL SOURCES:
County controlled
B.P.

Note:
NO CREDIT was allowed for the existing base as tests indicated the material to be extremely dirty, an excess of fines passing the #200 sieve.

NOTED
LLOYD P. SHAW

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

Submitted by C. J. Berg for Staff Assistant

Recommended by O. Anstoto Engineer of Materials

Recommended by L. L. Hallett Construction Engineer

Approved by Lloyd P. Shaw Asst. State Highway Engineer

SECTION: SUMMERVILLE-WALLOWA LAKE HIGHWAY and WILLOW CREEK BRIDGE

HIGHWAY: F.A.S. 919 (Courtney Lane)

COUNTY: UNION

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 100 (Total)

B. Future ADT 140 (Total)

C. Mean ADT 120 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 1.5 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 0.75 x (C) 120 = 0.83

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 0.83 x (H) 100 % = 0.83 (CARS ONLY CLASSIFICATION)

TRAFFIC COEFFICIENT = K (I) $^{0.119}$ where K = 4.668

= 4.5

SECTION: SAWYERVILLE-KALIOA LAKE HIGHWAY and UNION CREEK BRIDGE

HIGHWAY: F.A.S. 919 (Courtney Lane)

COUNTY: UNION

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made - See remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Not a consideration
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Not a consideration
10. Stimulation of Competition: Not a consideration
11. Construction Consideration: No problem
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: County prefers an oil mat
13. Traffic Safety: No problems
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: No problems

CONCLUSION AND REMARKS:

No cost comparison made as the project is in a remote section of the State with no PCC pavement in the immediate area. Also see Item 12.

RECEIVED

COMMISSIONERS:
HERMAN F. MEIER JURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

FOR FILING

5 302 (A)

1427

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

October 1, 1964

Mr. Forrest Cooper
State Highway Engineer
Highway Building
Salem, Oregon 97310

Dear Sir:

The proposed highway projects referred to in your letters dated September 1 and 4, 1964 are listed below in conjunction with our comments and recommendations pertaining to the protection of fish life:

1. Odell Maintenance Station-Odell Butte Section, Willamette Highway, Klamath County.

This project is above the reach of anadromous fish runs thus we anticipate no passage problems.

2. Willow Creek Bridge Section, Courtney Lane, FAS 919, Union County.

3. Addendum "A" to Location Prospectus, South Pendleton Interchange-Ninth Street Section, Oregon - Washington Highway, Umatilla County.

We anticipate no fishery problems in regard to the bridge construction on the above two projects provided caution is used against excessive siltation or depositing of petroleum or chemical wastes into the streams.

4. Otis Interchange-Oceanlake Section, Oregon Coast Highway, Lincoln County.

There does not appear to be any problem regarding fish passage on this project - hence the plans are approved.

Bringing these projects to our attention is appreciated.

Sincerely,

William D. Clothier

WILLIAM D. CLOTHIER
ASSISTANT STATE FISHERIES DIRECTOR

Copies to Young
Morgan
10-7-64

cc: R. Koski - OGC

RECEIVED

Commissioners
Tallant Greenough, Coquille
Chairman
Joseph W. Smith, Klamath Falls
Vice-Chairman
John P. Amacher, Winchester
J. Pat Metke, Bend
Wayne E. Phillips, Baker

3-15-22(2)

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

CONSTRUCTION DIVISION
SEP 22 1964
SGE

September 18, 1964

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

We have examined the prospectuses sent with your letter of September 1, 1964.

The following proposed projects were reviewed:

1. Odell Maintenance Station-Odell Butte Section, Willamette Highway, Klamath County.

2. Willow Creek Bridge Section, FAS 919, Courtney Lane, Union County.

3. Addendum "A" to Location Prospectus, South Pendleton Interchange-Ninth Street Section, Oregon-Washington Highway, Umatilla County.

There will be no wildlife resource problems in connection with any of the above listed projects, and the plans are approved.

Thank you for requesting our comments on this construction.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

NOTED
LLOYD P. SHAW

R. O. Koski
Chief of Liberations

ROK:dm

Copies to:
L. P. Shaw
L. H. Young
Frank Hall
T. C. Roake
J. E. Morelock
D. R. Chandler (2)
A. F. Parson (4)

RECEIVED
SEP 3 - 1964
FOR FILING

9-1-64

Prefix No. 531-1490

LOCATION PROSPECTUS
WILLOW CREEK BRIDGE SECTION
COURTNEY LANE, FAS 919
UNION COUNTY

HIGHWAY: Courtney Lane County Road. Federal-aid Secondary No. 919.

TERMINI: Approximately 1.2 miles easterly of the town of Summerville.

LENGTH: 0.1 mile.

NARRATIVE: This will be a location survey to prepare vicinity map for the replacement of the existing understrength and narrow steel truss bridge with a new structure on improved alignment. The County will construct the approaches as required. This is a FAS-C project.

CHARACTERISTICS: None available.

STANDARDS: Class "D" approaches.

TYPICAL SECTION: Two 11-foot lanes with 4-foot shoulders on approaches.

BRIDGE: Willow Creek Bridge replacement.

ACCESS: County road with no control.

BASE DESIGN: Tentative design for construction:

Wearing Surface	1-1/4" 0-11 Oil Mat
Top Course Base	2 " Leveling (By County)
Bottom Course Base	12 " Coarse Base (By County)
Total Depth	15-1/4"

MATERIAL SOURCE: By County from leased quarry, Section 34, T 1 S, R 39E, W.M.

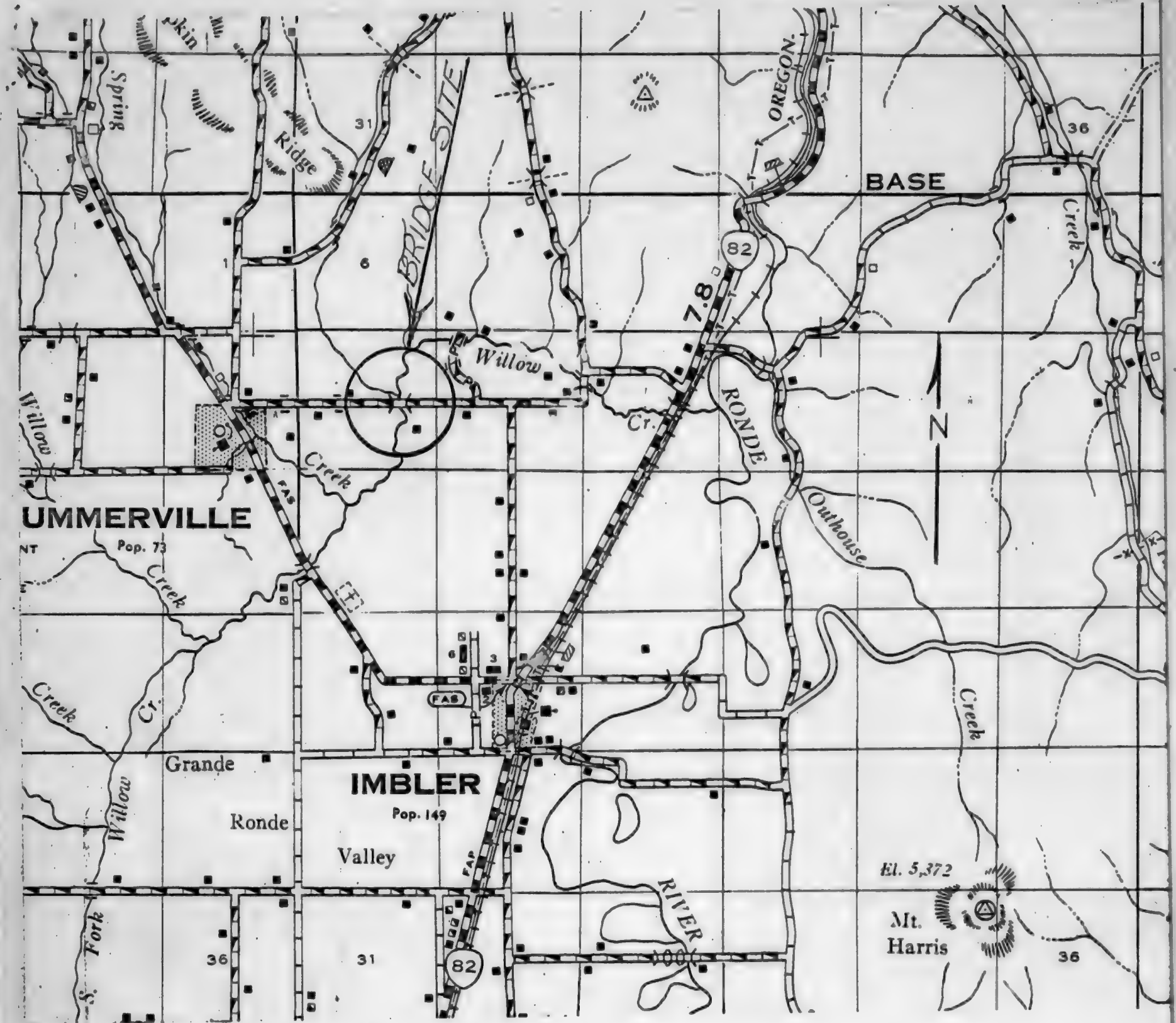
ADDITIONAL FACILITIES: No railroads affected.

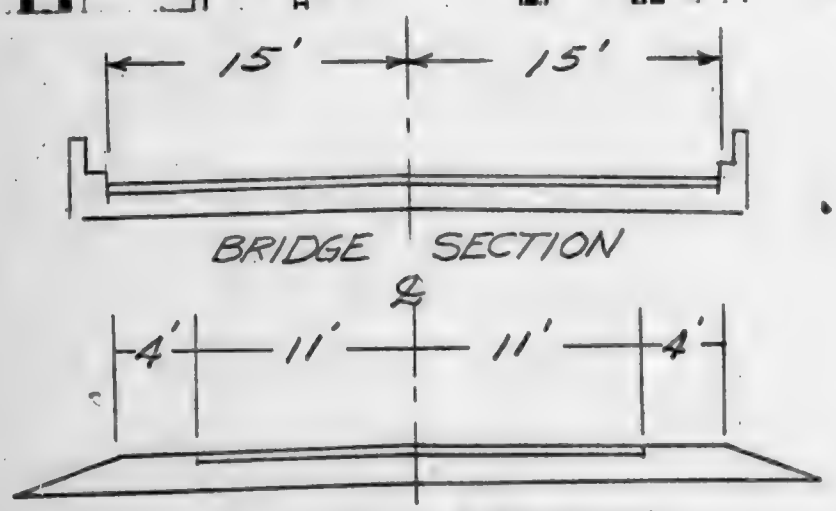
AGREEMENTS: Routine County negotiations for FAS-C project.

PARKS: None.

September 1, 1964
Attachment
cc: A. W. Parsons (3)
Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
A. F. Parson (3)
Mark Astrup
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
R. L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

NOTED
RECEIVED
SEP 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER





PROSPECTUS MAP

WILLOW CREEK BRIDGE SEC.

FAS 919

UNION COUNTY

Scale 1" = 1 MILE 1964

S-527(1) Oiling on two FAS Rt. Nos. 918 & 919, near Summerville & Imbler 1965

#6540

RECEIVED
SEP 20 1965
FOR FILING

S-527 (1)

6540

September 20, 1965

Fireman's Fund Insurance Company
333 California Street
San Francisco, California

Gentlemen:

On September 10, 1965, we wrote to you concerning release of final payment on Contract No. 6540 awarded to Percy E. Jellum Contractor, Inc., for oiling Union County Roads on FAS 918 and 919 in Union County.

Final payment on this contract is $1,074.32 and the total contract amount is $36,191.58, including $380.82 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Percy E. Jellum Contractor, Inc.
P. O. Box 272
Pendleton, Oregon

Lloyd's Inc.
4½ East Alder
Walla Walla, Washington

C. H. Maison
Attn: John Herr

RECEIVED
SEP 7 - 1965
FOR FILING
S-527(1)
6540

September 7, 1965

Oregon State Highway Commission

Gentlemen:

Work was completed August 23, 1965, on Contract No. 6540. The contract was with Percy E. Jolium Contractor, Inc., and was for oiling on FAS 918 and 919 in Union County.

As the contractor has completed all work according to specifications, I recommend you accept the project effective September 7, 1965, and that you concur in this procedure at the Commission meeting on September 28.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

bg fn

No. 5 (Final)

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Union County Roads	WEEK ENDING: August 20, 1965
HIGHWAY: FAS 918 & FAS 919	SECTION PREFIX: 531 - 1057
KIND OF WORK: 0-11 Oil Mat	COUNTY: Union
NAME OF JOB: Union County Roads	
CONTRACTOR: Percy E. Jellum, Contractor Inc.	CONTRACT NUMBER: 6540
DATE OF CONTRACT: January 27, 1965	DATE WORK STARTED: July 20, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK — MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS
	SPECIFIED CALENDAR DAYS
	SPECIFIED COMPLETION DATE: August 31, 1965
PROJECT AUTHORIZATION: $ 42,378.75	ENGINEERING AUTHORIZATION: $ 3,013.60
EXCLUSIVE OF ENGINEERING: $ 39,365.15	ENGINEERING COST TO DATE: $ 2,872.00
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 36,191.58	PERCENT OF AUTHORIZATION: 95 %
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 8 ~~%~~	
FEDERAL AID PROJECT NUMBER: S-527(1) & S-523(1)	
ESTIMATED COMPLETION DATE: August 23, 1965	
WORK DAYS USED	
CALENDAR DAYS USED	
PERCENT OF TIME ELAPSED: 97	
PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: ~~100~~	
PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 96	
DATE PROJECT WAS COMPLETED: 8-23-65	

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE: 100	MAT'L. PROD		
			GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT				5.6			
MILES PARTIALLY COMPLETED							
MILES COMPLETED				5.6			
TOTAL ESTIMATED QUANTITIES (CONTRACT)							
TOTAL QUANTITIES CORRECTED TO DATE							
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE							
AVERAGE DAILY QUANTITIES							
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME							
NUMBER OF SHIFTS PER DAY							
HOURS PER SHIFT							

EQUIPMENT USED DURING THE WEEK

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 15	Fair			
MONDAY 16	Fair			
TUESDAY 17	Fair			
WEDNESDAY 18	Fair			
THURSDAY 19	Rain			
FRIDAY 20	Cloudy			
SATURDAY				

Routing

Morgan — Preso — E
Decker — Murdock
Bond — Hurt
Barbee — Scott
Walker — Wills
Glenn — Litchfield
Swan — Olson

RECEIVED
AUG 23 1965
CONSTRUCTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	No activity.
TUESDAY	No activity.
WEDNESDAY	No activity.
THURSDAY	No activity.
FRIDAY	Pneumatic roller with drag broom maintaining final seal cover.
SATURDAY	

REMARKS

Contractor hauled a Hyster pneumatic roller onto the job Friday A.M. and will maintain seal until Monday P.M. to complete the contract.

SIGNED J C Tritt LOCATION La Grande

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
JUL 26 1965
FOR FILING

S-527(1)

6540

July 23, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 14, 1965, on Contract No. 6540, Union County Roads Section, in Union County, in connection with Federal-Aid Project No. S-527(1); S-523(1).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

VG:ed

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

AGREEMENT TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
2-62		Oregon
PROJECT REPORT NO.	FEDERAL-AID PROJECT AGREEMENT (PPM 21-7)	COUNTY
S-527(1) 65404	2-16-65	Union
		PROJECT NO. S-523(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Summerville to Wallowa Lake Hwy Jct.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH (Miles)
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-2-64	3.575
*OTHER (Specify)		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 26,731.00	$ 16,900.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Snow

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: A. H. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer February 16, 1965

No. 5 (Final)

FORM E-1 REV 12-64

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Union County Roads		WEEK ENDING: August 20, 1965
		SECTION PREFIX: 531 - 1057
HIGHWAY: FAS 918 & FAS 919		COUNTY: Union
NAME OF JOB: Union County Roads	KIND OF WORK: 0-11 Oil Mat	
CONTRACTOR: Percy E. Jellum, Contractor Inc.	CONTRACT NUMBER: 6540	FEDERAL AID PROJECT NUMBER: (S-527(1) & S-523(1)
DATE OF CONTRACT: January 27, 1965	DATE WORK STARTED: July 20, 1965	ESTIMATED COMPLETION DATE: August 23, 1965
AVERAGE FORCE ON PROJECT FOR THE WEEK MEN 0 SUPERVISION 0	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
	SPECIFIED COMPLETION DATE: August 31, 1965	PERCENT OF TIME ELAPSED: 97
PROJECT AUTHORIZATION: $ 42,378.75	ENGINEERING AUTHORIZATION: $ 3,013.60	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: ~~90~~ 100
EXCLUSIVE OF ENGINEERING: $ 39,365.15	ENGINEERING COST TO DATE: $ 2,872.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 96
ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING: $ 36,191.58		DATE PROJECT WAS COMPLETED: 8-23-65
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 8 ~~%~~	PERCENT OF AUTHORIZATION: 95 %	

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
				100			

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT		5.6			
MILES PARTIALLY COMPLETED					
MILES COMPLETED		5.6			
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 15	Fair			
MONDAY 16	Fair			
TUESDAY 17	Fair			
WEDNESDAY 18	Fair			
THURSDAY 19	Rain			
FRIDAY 20	Cloudy			
SATURDAY				

Routing
Morgan
Parker
Bond
Barbee
Walker
Glenn
Swan
Peters
Murdock
Imrie
Scott
Wills
Litchfield
Olson

RECEIVED
AUG 23 1965
CONSTRUCTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	No activity.
TUESDAY	No activity.
WEDNESDAY	No activity.
THURSDAY	No activity.
FRIDAY	Pneumatic roller with drag broom maintaining final seal cover.
SATURDAY	

REMARKS

Contractor hauled a Hyster pneumatic roller onto the job Friday A.M. and will maintain seal until Monday P.M. to complete the contract.

SIGNED J C Stitt LOCATION La Grande

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
JUL 26 1965
FOR FILING

I-5274

6540

July 23, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 14, 1965, on Contract No. 6540, Union County Roads Section, in Union County, in connection with Federal-Aid Project No. S-527(1); S-523(1).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. N. Young
Office Engineer

VG:cd

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

AGENCY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
2-62		Oregon
PROJECT REPORT NO.	FEDERAL-AID PROJECT AGREEMENT (PPM 21-7)	COUNTY
S-527(1) 6540A	2-16-65	Union
		PROJECT NO. S-523(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Summerville to Wallowa Lake Hwy Jct.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH (Miles)
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	6-2-64	3.575
*OTHER (Specify)		

FUNDS	
ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 26,731.00	$ 16,900.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Lowe

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L. E. Backlund, Administrative Mgr.

Date executed by Division Engineer: February 16, 1965

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8905-P64

Oregon State Highway Department

Federal-Aid
Project No. S-523(1)

SUMMERVILLE-WALLOWA LAKE JCT. SECTION

OF FAS 919 COUNTY ROAD IN UNION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 3, 1965

Type Code 5231
Roadway (MP 0.00 to MP 3.60)(Contract No. 6540)

Preparation of Old Roadbed	3.60 mile	$350.00	$ 1,260.00
Hauling and Placing 3/4" - 0 Aggregate in Prime Cost	400 cu.yd.	2.00	800.00
Hauling and Placing Aggregates	2,610 cu.yd.	2.00	5,220.00
MC-250 Asphalt in Prime Cost	65 ton	50.00	3,250.00
120-150 Asphalt	205 ton	48.00	9,840.00
MS-1 Asphalt	60 ton	50.00	3,000.00
Extra for Asphalt Macadam Approaches	4 only	50.00	200.00
Watering	95 M-gal.	5.00	475.00
			$24,045.00
Flagging (57% of Contractor's Cost)	All Required (64%)		$ 256.00
		Subtotal	$24,301.00
		10% Engr. & Cont.	2,430.00
		Total	$26,731.00

Length of Roadway - - - - - - - 3.575 Miles
Length of 2 Bridges - - - - - - 0.025 Mile (Exceptions)
Total Length- - - - - - - - - - 3.600 Miles
Cost of Roadway Per Mile- - - $7,477.20

Federal Funds -	$16,900.00
State Funds -	4,915.50
County Funds- -	4,915.50
	$26,731.00

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
2-63	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 4		COUNTY Union
		PROJECT NO. S-527(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Co. Rd. Imbler N. 2.0 mi.
(Courtney Lane-Imbler Section)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	12-1-64	2.00
*OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 14,705.00	$ 9,300.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Lloyd V. Swan

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By: A. W. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer February 16, 1965

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

USCOMM-DC 8906-P64

Oregon State Highway Department

Federal Aid
Project No. S-537(1)

COUNTRY LANE-BYLER SECTION (UNIT "B")

OF THE OLD OLD COUNTY ROAD IN MUCH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices).

February 3, 1965

Type Code 5231
Roadway (MP 0.00 to MP 2.00)(Contract No. 6540)

Preparation of Old Roadway	2.00 mile	$350.00	$ 700.00
Hauling and Placing 3/4" - 0 Aggregate in Prime Coat	220 cu.yd.	2.00	440.00
Hauling and Placing Aggregates	1,445 cu.yd.	2.00	2,890.00
MC-250 Asphalt	35 ton	50.00	1,750.00
120-150 Asphalt	115 ton	48.00	5,520.00
RS-1 Asphalt	30 ton	50.00	1,500.00
Extra for Asphalt Shoulder Approaches	3 only	50.00	150.00
Watering	55 M-gal.	5.00	275.00
			$13,225.00
Flagging (37½ of Contractor's Cost)	All Required (36%)		144.00
	Subtotal		$13,369.00
	10% Engr. & Cont.		1,336.00
	Total		$14,705.00

Length of Roadway - - - - - - - - - - - - 2.00 Miles
Cost of Roadway Per Mile - - - - - - - $7,352.50

Federal Funds - - - - - - - - - - - -

RECEIVED
APR 1 2 1965
FOR FILING

S 37 (1)

6340

January 27, 1965

Percy E. Jellum Contractor, Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission in the forenoon of January 27, 1965, accepted your proposal for oiling on two FAS Route Nos. 918 and 919, near Summerville and Imbler, northerly of La Grande in Union County, for the sum of $37,270.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer this afternoon awarded you the project, which has been assigned Contract No. 6340.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

RECEIVED
JAN 14 1965
HIGHWAYS
54527 (1)
6540

CONTRACTS
No. 2280

Salem, Oregon
January 12, 1965

Mr. H.S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

FAS-C Construction-Finance Agreement
Brooks Lane and Courtney Lane Sec.
FAS 918 and 919, Oiling Project
Union County

Attached is a partially signed copy of FAS-C Construction-Finance Agreement with Union County covering the Brooks Lane and Courtney Lane section oiling project on FAS 918 and 919 in Union County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Union County.

Secretary

rn
Attach: 1

I-80N-2(9) Cascade Locks-Mitchell Pt. 1965
43 Sec., Columbia River Hwy.
#6541 Grad. & Structs. Folder # 4

NACA 2712
CR A 2038
RR 619

Form FHWA-121 (12-67)
UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

#6511
I-80N-2(9)43

TO : Mr. George M. Baldwin, Administrator of Hwys
Salem, Oregon

DATE: January 30, 1973

In reply refer to:
10-35.5

FROM : G. L. Green, Division Engineer
Salem, Oregon

6541 6729

SUBJECT: Oregon Projects I-80N-2(9) and I-80N-7(15)

The Project Status listing "Step 7A Projects Completed - Final Voucher Pending" shows project I-80N-2(9) completed in November 1966 and I-80N-7(15) completed in October 1967. The reason given for not finalling these projects was "awaiting final bill from the Union Pacific Railroad."

On project I-80N-2(9), we have been advised that a slide condition requires additional maintenance. Please refer to the form PR-1 programming project I-80N-2(43). This project was programmed in July 1968 for the purpose of covering the extraordinary maintenance to facilitate the finalling of projects I-80N-2(9) and I-80N-2(35). In view of these circumstances we see no reason why the final voucher on project I-80N-2(9) cannot be submitted immediately.

On project I-80N-7(15), we understand the final bill from the railroad company has been received but requires field clearance and review and audit. Since this will consume time, please submit a semi-final voucher as soon as possible.

RECEIVED
STATE HWY ENGR
JAN 31 '73
REFER TO

Oney — 2-1-73

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 18 1972
FOR FILING

I-80N-2(9)43
6541

Salem, Oregon
December 13, 1972

J. F. Putnam
Regional Engineer

FHWA Inspection Report
E. Cascade Locks-Mitchell Point Section
Columbia River Highway

Right-of-way fence maintenance was pointed out as being required on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in a recent inspection report from the Federal Highway Administration.

The locations which were pointed out at Herman Creek and Wyeth and others on this section should be taken care of as time allows.

This report is favorable and indicates satisfactory maintenance; however, I think that we should pursue the few items which were observed by the inspection team which included Dick Hawkins.

A. E. Johnson
Assistant State Highway Engineer

Attachment

cc F. B. Klaboe
L. H. Young
R. N. Bothman

RNB:mp ja

OSHD (Hunter)
Region
Wash DC

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

INSPECTION REPORT

ch

REGION NO.	REPORT ON	DIVISION
10	Maintenance Inspection-in-Depth NOTE	Oregon
DATE OF INSPECTION	**INSPECTION MADE BY**	**PROJECT NO.**
11-27-72	D. B. Carter, Ass't Area Engineer	I-80N-2(9)43 & I-80N-2(35)43

IN COMPANY WITH
R. C. Pool, Region 4 Maintenance Engr. OSHD: Richard Hawkins, District Engr. OSHD

COPY SENT

REMARKS

to Bob Swan 12-5-72 (file action)

DEC 07 1972

REGIONAL OFFICE

E. CASCADE LOCKS-MITCHELL POINT SECTION
COLUMBIA RIVER HIGHWAY

1. Scope of Inspection:

The purpose of this inspection was to evaluate the State's maintenance procedures within the section of roadway selected. The inspection was conducted over the entire right of way.

The section of highway inspected was on I-80N between MP 45.3 and MP 58.6, the E. Cascade Locks to Mitchell Point section. This section was constructed under projects I-80N-2(9)43, Grading and Structures, and I-80N-2(35)43, Grading, Paving and Signing, and was completed in 1967 and is a four lane facility with a variable median and an asphalt concrete pavement.

2. Summary of Findings and Recommendations:

The overall appearance and ridability of this section is good. The maintenance of the roadway, the pavement and traffic control devices were found to be satisfactory.

a. Roadside Maintenance:

The roadside ditches and inslopes appeared to be well maintained. The rock fallout ditches are being well maintained. Rock fallout ditches are extensively employed on this section to control rock fallout. The binwalls located in the vicinity of MP 50 are in satisfactory condition. The binwalls at this location are being used to control the talus on the south side of the highway. The District Engineer indicated very little ravel is coming from the talus and the binwalls are adequately handling the falling rock. Litter is being controlled on this section in a satisfactory manner. The summer litter pickup program has been very helpful in controlling litter during the summer months when litter accumulation is heavy. A soil sterilant is applied annually to the shoulder area.

The maintenance of the guardrail is very satisfactory. It appears replacements are being made on a timely basis.

Considerable maintenance work has been necessary near MP 47 where a large earth slide has caused movement to the highway. A construction contract has been programmed to correct the slide condition. The slide is commonly referred to as the "Fountain Slide".

12-8-72 Johnson c/ Young

(more)

★ GPO: 1970 O-387-254

b. Drainage:

The roadside ditches and culverts are being satisfactorily maintained and appear to be functioning adequately. Water appeared to be standing in the ditch near MP 56. The District Engineer indicated he was aware of the situation and this problem was scheduled for correction in the near future.

c. Signing and Traffic Control Devices:

Signing and striping on the project were found to be well maintained. Striping is done annually or as required and is retouched following any patching.

d. Snow Removal and Sanding:

Snow removal operations are started as soon as snow begins to fall or ice begins to accumulate. Sanding is done on an "as required" basis.

e. Structures:

The highway structures in Region 4 are being inspected and inventoried in accordance with the National Bridge Inspection Program. The Herman Creek structure was inspected during this inspection and was found to be in good condition.

f. Surfacing and Pavements:

The asphaltic concrete pavement surface has good riding characteristics and appearance. Some potholing was observed in the westbound lanes near Shell Rock Mountain (MP 49.5). Potholes are generally patched as they occur. The District Engineer indicated the potholes observed were scheduled for repair this date.

g. Right of Way Control:

The right of way fence was observed to be in the need of urgent repair at several locations. The most noticeable location being near the west off-ramp at the Herman Creek Interchange overcrossing. Apparently motorists using the westbound off-ramp occassionally fail to negotiate the sharp turn at the bottom of the ramp and leave the roadway knocking down the fence in the process. The fence in this area should be repaired and the off-ramp traffic control devices should be reviewed for adequacy.

The closed gate railroad access at Wyeth should be repaired. It appears the lock and gate is gone and the access is not being maintained in a "locked gate" condition.

3. Comment:

The State is meeting the requirements in providing proper maintenance on this section of Interstate 80 and the maintenance on this section is considered satisfactory.

RECEIVED
OCT 28 1968

FOR FILING

I-80N-2(7)+3
6541

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 18, 1968

To: Mr. Floyd Query
Secretary

SUBJECT: State of Oregon vs. Bernard Felix Meinikheim, et al.
Case No. 5858
L-5232 R-39111
Cascade Locks-Viento Section
Columbia River Highway

We have the attached order of inspection. I would appreciate it if you would look at the order and assemble whatever materials you have that are applicable from your office so that we can go over them. I have contacted Rod Henry for the right of way records and Glenn Starkey for the engineering records.

DONALD J. HOWE
Staff Attorney

DJH:jc
att.

Copy to Phyllis B. 10-21
for material in files.
Jan checking minute entries
Material sent to Howe's office 10-24 HE

Aug 25-66 cond.
Contract 6541

NOTED
FLOYD QUERY

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF HOOD RIVER

STATE OF OREGON, by and through its State Highway Commission, composed of Glenn L. Jackson, Kenneth N. Fridley and David B. Simpson, Plaintiff, v. BERNARD FELIX MEINIKHEIM and JULIA W. MEINIKHEIM, husband and wife; and DONNELLY DAVID GREGG and ESTHER T. GREGG, husband and wife, Defendants	No. 5858 O R D E R

On October 11, 1968, there came on for hearing before the undersigned Judge of the above-entitled court defendants Greggs' motion for permission to file an amended answer to plaintiff's amended complaint and the motion of said defendants for an order requiring plaintiff to permit said defendants to inspect and copy certain records, documents and other materials in the possession of plaintiff; plaintiff appeared by and through one of its attorneys, Glen Sorensen; defendants Gregg appeared by and through one of their attorneys, Dwight L. Schwab (of Hutchinson, Schwab & Burdick); the court heard the arguments of counsel; the court being of the opinion that good cause exists for the plaintiff to be required to make all information in its possession which relates to Parcels No. 1 and No. 2, as described in paragraph IV of plaintiff's amended complaint and paragraphs VI and VII of plaintiff's original complaint available to defendants for inspection and copying; and the court now being fully advised in the premises;

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED as follows:

1. Plaintiff will furnish Xerox copies (or other copies) of the following documents to counsel for the defendants Gregg within ten (10) days of this date:

(a) The full and entire minutes of all meetings

HUTCHINSON, SCHWAB & BURDICK
ATTORNEYS AT LAW
1200 OREGON NATIONAL BLDG.—S.W. SIXTH & ALDER
PORTLAND, OREGON 97205—TEL. 226-2926

and conferences of plaintiff where the taking, or desirability of taking, of Parcels No. 1 or No. 2, as described in paragraph IV of plaintiffs amended complaint, and paragraphs VI and VII of plaintiff's original complaint, was considered in any way, including, but not limited to, the meetings of August 25, 1966 and August 20, 1968.

(b) All correspondence, memoranda, reports, and directives where the desirability, need, or advantage of taking Parcel No. 1 or Parcel No. 2 was discussed or referred to in any way.

(c) All record of entry by plaintiff or Morrison-Knudsen Company, Inc., or its agents, on to Parcel No. 2.

(d) All records of use of Parcel No. 2 by plaintiff or by the said Morrison-Knudsen Company, or its agents.

(e) All correspondence with, directives to, reports from, memoranda to and from Morrison-Knudsen Company and its agents, regarding removal or use of gravel, rock or other materials located on Parcel No. 2, up to the present time.

(f) All records, reports, correspondence, memoranda, and surveys concerning slope instability of Parcel No. 2 and instability in the area of Parcel No. 2, and when plaintiff became aware of any such instability, or when such was reported to plaintiff.

(g) All records, reports, memoranda, correspondence and surveys concerning instability in areas adjacent to Parcel No. 1, up to the present time.

2. Defendants may examine and inspect all materials, documents,

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ATTORNEYS AT LAW
1300 OREGON NATIONAL BLDG.—S. W. SIXTH & ALDER
PORTLAND, OREGON 97205—TEL. 226-2926

correspondence, records and other information in the possession of the plaintiff which relates to Parcels No. 1 or No. 2.

3. Defendants Gregg may file their amended answer to the amended complaint.

DATED this _____ day of October, 1968.

_____
JUDGE

HUTCHINSON, SCHWAB & BURDICK
ATTORNEYS AT LAW
1200 OREGON NATIONAL BLDG.—S. W. SIXTH & ALDER
PORTLAND, OREGON 97205—TEL. 226-2925

RECEIVED
JUL 26 1968
FOR FILING

Re: FBK Assignm[illegible] No. 2406

FORM E-20 (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 23, 1968

Salem, Oregon

To: Donald Howe
Staff Attorney
BUILDING

SUBJECT: State of Oregon v. Bernard Felix Meinikheim, et al.
Case No. 5858
L-5232 R-39111
Cascade Locks-Viento Section
Columbia River Highway

Mr. Klaboe referred your July 16 letter to this office to follow up on a reply. Assistant Division Engineer Haller has replied with a copy to you under date of July 22. His report and attachments have been discussed with Assistant Construction Engineer Decker, who is most familiar with the Fountain Slide Area. The Construction Division concurs in Mr. Haller's recommendation that what has been referred to as the easement area be acquired by the State. We also concur with his conclusion that the removal of the rock was sanctioned by the State and should be considered the State's obligation. Your file is returned herewith.

F. D. Morgan
Construction Engineer

By: John A. Bond

John A. Bond
Staff Assistant

JAB:ss

cc: F. B. Klaboe (w/attach.)
L. W. Rulien

F. B. KLABOE

RECEIVED
JUL 24 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM B-30 (12-67)

Routing

Morgan
Decker
Bond
Barker

RECEIVED
JUL 19

Price
Morelock
Trout
Scott
Wills
Litchfield
Olson

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

CONSTRUCTION DIVISION

Portland, Oregon 97202
July 22, 1968

SUBJECT: Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Morrison-Knudsen Co., Inc.
R/W File 39111-Meinikheim
Contract No. 6541

To:
Mr. F. D. Morgan
Construction Engineer
Salem

In reference to Mr. Howe's letter to F. B. Klaboe July 16, we have been gathering information relative to this matter for several weeks. I am attaching miscellaneous correspondence covering the history on this as well as a letter from Mr. Glenn Starkey summarizing the affair. I have also talked to Mr. Keasey by telephone who was supervising much of the work at the time.

It would seem that we allowed or possibly directed the contractor to use this diced rock. When we originally started the work, the resident was under the impression that we were going to acquire the property in fee simple. This was later changed to a temporary easement. Mr. Starkey points out that the contractor had no knowledge of the ownership of the rock, and most likely was under the impression that the material belonged to the State. It would seem that Morrison-Knudsen has no responsibility in the matter. Mr. Starkey recommends that, with the future work that must be done on this slide, it would be well to amend the complaint and purchase the property in its entirety.

In line with the claims for the rock that we have used along with evaluations that they have placed on the rock, I would concur with his suggestion. It is now evident that the slide will occupy part of this easement, and that corrective work may be necessary within what is now the easement. I would recommend that the State assume the responsibility for evaluation of the rock and that the property, formerly within the easement, be acquired because of the future slide work that we are anticipating.

L. W. Rulien
Division Engineer

by
D. H. Haller, Jr.
Asst. Division Engineer

DHH:fb

Encs.
cc Don Howe

FORM E-30 50M 10-65

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1968

To: Mr. F. B. Klaboe
Asst. State Highway Engineer

B U I L D I N G

SUBJECT: State of Oregon v. Bernard Felix Meinikheim, et al.
Case No. 5858
L-5232 R-39111
Cascade Locks-Viento Section
Columbia River Highway

This property is the subject of a condemnation action. As part of this we took a temporary easement for dumping material. Before filing a complaint and while work was being done under a permit of entry the contractor, at the direction of Glenn Starkey, used 16,675 cubic yards of rock on the easement to build a haul road. Our Soils Division estimates the value at $1,667.50. An action has been started against Morrison-Knudsen Company, Inc., the contractor, for the value of the rock alleged to be $16,560.00.

The complaint also alleges that the plaintiffs were promised by the defendants' (Morrison-Knudsen) project manager that Morrison-Knudsen would keep track of the rock and pay them for it.

Inquiry has been made of Mr. Rohde by Morrison-Knudsen's attorney for information. We are giving consideration to amending the complaint to provide for taking the rock in the temporary easement and thus accepting responsibility for the value of the rock. Any information you can supply which would shed light on our responsibility v. Morrison-Knudsen's responsibility would be greatly appreciated. Mr. Rohde must respond to Morrison-Knudsen's attorney's request for information shortly.

Although the condemnation case is at issue, we may have to delay it because also involved in this case is the possibility of increasing the taking because of ground instability.

DONALD J. HOWE
Staff Attorney

DJH:jc

cc D. H. Haller, Jr.
L. W. Rulien
G. E. Rohde

NOTED
F. B. KLABOE

Monthly transaction number	FORM PR-2A (REV. 6-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State
3-37		Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County
20	(PPM 21-7) 2-1968	Hood River
Modification number		Project number
2		I-80N-2(9)43

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 11, 1965, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 6,619,340	$ 6,431,796
Federal funds	$ 6,093,000.00	$ 5,930,000.00
Other revisions		

This modification is made for the following reasons:

Revised estimate reflects decrease due to reduction in amount previously estimated for slide control.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 18 day of March, 1968.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By P. L. Perry

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

R. E. Simpson, Division Engineer

By L. R. Backlund
(Division Engineer)
L. R. Backlund, Admin Manager

US COMM-DC 26364-P65

Oregon State Highway Department — Federal-Aid Project No. I-[illegible]-2(9)43

CASCADE LOCKS–MITCHELL POINT SECTION

OF THE COLUMBIA RIVER HWY. IN HOOD RIVER COUNTY

(Revised estimate as a basis for modification of project agreement. Revised to reflect a decrease in estimated total cost.)

Salem, Oregon, March 1, 1968

Type Code 0010
Roadway (Sta. 210+00 to Sta. 936+00) (Contract No. 6543)

Previous subtotal on revised estimate dated July 22, 1966		$5,555,986.04
Previous estimates of Feb. 2, 1965 & July 22, 1966		
Flagging (57½ of Contractor's Cost)	All Required	$ 40,000.00
Signing (Temporary)	All Required	800.00
Slide Removal	All Required	250,000.00
Clear and Grade Utility Access Road	All Required	4,000.00
Move State Stockpiles	All Required	1,500.00
Adjust Private Water Lines	All Required	5,000.00
		$ 301,300.00
Revised Estimate - Approved Extra Work Orders and Price Agreements		
Flagging (57½ of Contractor's Cost)	All Required	$ 80,955.70
Signing (Temporary)	All Required	2,772.61
Slide Removal	All Required	3,318.46
Clear and Grade Utility Access Road	All Required	1,468.20
Adjust Private Water Lines	All Required	2,360.94
Clear Vista Creek Channel	All Required	4,194.79
Clear Herman Creek Channel	All Required	2,532.09
Extra Clearing	All Required	25,130.45
Remove Loose Slope Material	All Required	8,066.69
		$ 130,804.93
	Net Decrease	$ 170,495.07
	Subtotal	$5,385,490.99
	10% Engr. & Cont.*	538,549.01
	Total	$5,924,040.00
Credit for Rubble Masonry Wall in Stockpile	1,400 cu.yd. @0.75	(1,050.00)
		$5,922,990.00

*NOTE: Includes engineering by railroad for their construction.

Structures

Totals same as previous estimates $501,806.00

Length of Roadway	11.888 miles	
Length of 6 Structures	0.090 mile	
Length of Roadway (No Work)	1.403 miles	(Exception)
Total Length	13.381 miles	
Cost of Roadway Per Mile	$498,292.67	

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway	$5,922,990.00	$5,461,000.00	$461,990.00
Structures	508,806.00	469,000.00	39,806.00
Total	$6,431,796.00	$5,930,000.00	$501,796.00

State Funds for Const.: Chap. 15, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Prefix: 614-2049

STATE COPY

Monthly transaction number	FORM PR-2A (8-67) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State: Oregon
None	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT (PPM 21-7) 8-12-66	County: Hood River
Project report number: 17 #6541		Project number: I-80N-2(9)43

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 11, 19 65, is hereby modified as follows:

Revised estimated total cost of project $ 6,619,340.00

Revised Federal funds $ 6,093,000.00

Other revisions

(Project modified to reflect increase in Total Costs.)

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 12th day of August, 19 66.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Manager

USCOMM-DC 8120-P68

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(9)43

CASCADE LOCKS - MITCHELL POINT SECTION

OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices. This estimate revised to include additional work by Pacific Northwest Bell Telephone Company.)

Salem, Oregon, July 22, 1966

Type Code 0010
Roadway (Sta. 210+00 to Sta. 936+00)(Contract No. 6541)

Previous subtotal on estimate of Feb. 2, 1965			$5,543,276.04
Previous Estimate			
Work by Pacific Northwest Bell	All Required		$ 47,971.00
			$ 47,971.00
Revised Estimate			
Work by Pacific Northwest Bell	All Required		$ 60,681.00
			$ 60,681.00
	Net Increase		$ 12,710.00
			$5,555,986.04
	10% Engr. & Cont.*		555,597.96
			$6,111,584.00
Credit for Rubble Masonry Wall in Stockpile	1,400 cu.yd.	$0.75	($1,050.00)
			$6,110,534.00

*Note: Includes engineering by Railroad for their construction.

	Structures	$ 508,806.00
Length of Roadway	11.888 miles	
Length of 6 Structures	0.090 mile	
Length of Roadway (No work)	1.403 miles	(Exception)
Total Length	13.381 miles	
Cost of Roadway Per Mile	$514,008.58	

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway	$6,110,534.00	$5,624,000.00	$486,534.00
Structures	508,806.00	469,000.00	39,806.00
	$6,619,340.00	$6,093,000.00	$526,340.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

CASCADE LOCKS - MITCHELL POINT SECTION

PROJECT NO. I-80N-2(9)43

Estimated cost of work by Pacific Northwest Bell Telephone Co.

Previous Estimate	Total	$47,971.00
Section, Sta. 800 to 834		
Labor		$ 1,074.00
Overhead		467.00
Materials and Supplies		4,052.00
Equipment		126.00
Contract Work		4,000.00
		$ 9,719.00

Revised Estimate (Additional Work)

Section, Sta. 800 to 834

Labor		$ 1,389.00
Overhead		609.00
Materials & Supplies		4,269.00
Equipment		162.00
Contract Work		16,000.00
		$22,429.00
	Net Increase	12,710.00
	Total	$60,681.00

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO.	FORM PR-2 (REV. 2-64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE
4-(4) 3-147	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	Oregon
PROJECT REPORT NO. 14		COUNTY Hood River
		PROJECT NO. I-80N-2(9)43

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

I-80N Cascade Locks to Mitchell Point

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-16-64	11.978
*OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 6,605,359.00	$ 6,093,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Floyd V. Flume

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

A. W. Parsons
(Division Engineer)

By: L. R. Backlund, Administrative Manager

Date executed by Division Engineer March 11, 1965

USCOMM-DC 8905-P64

Oregon State Highway Department

Federal-Aid
Project No. I-80N-2(9)43

CASCADE LOCKS-MITCHELL POINT SECTION

OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 2, 1965

Type Code 0010
Roadway (Sta. 210+00 to Sta. 936+00)(Contract No. 6541)

Clearing and Grubbing	All Required	(95.09%)		$ 371,621.23
Drainage Excavation, Unclassified	11,110	cu.yd.	$ 5.00	55,550.00
Structural Excavation for Bin-Type Walls, Unclassified	6,900	cu.yd.	5.75	39,675.00
Embankment Foundation Excavation, Unclassified	100	cu.yd.	10.00	1,000.00
Excavation, Unclassified	3,041,520	cu.yd.	0.965	2,935,066.80
Hauling and Placing Materials	1,440,500	cu.yd.	0.45	648,225.00
Finishing Roadbed and Slopes	All Required	(87.27%)		13,090.50
Rounding Cutbanks	30,000	lin.ft.	0.12	3,600.00
Seeding	46	acre	125.00	5,750.00
Mulching	46	acre	280.00	12,880.00
Loose Riprap	5,300	cu.yd.	3.50	18,550.00
12-inch Culvert Pipe	4,400	lin.ft.	3.50	15,400.00
18-inch Culvert Pipe	3,870	lin.ft.	4.50	17,415.00
24-inch Culvert Pipe	590	lin.ft.	6.00	3,540.00
30-inch Culvert Pipe	60	lin.ft.	8.00	480.00
36-inch Culvert Pipe	100	lin.ft.	10.00	1,000.00
42-inch Culvert Pipe	90	lin.ft.	13.00	1,170.00
54-inch Culvert Pipe	40	lin.ft.	17.00	680.00
18-inch Metal Pipe	1,050	lin.ft.	4.50	4,725.00
24-inch Metal Pipe	150	lin.ft.	6.00	900.00
18-inch Corrugated Steel Pipe, 12 Gage	500	lin.ft.	6.50	3,250.00
24-inch Corrugated Steel Pipe, 12 Gage	120	lin.ft.	8.00	960.00
36-inch Corrugated Steel Pipe, 10 Gage	280	lin.ft.	13.00	3,640.00
18-inch Concrete Pipe, Class V	230	lin.ft.	7.00	1,610.00
24-inch Concrete Pipe, Class V	140	lin.ft.	10.00	1,400.00
30-inch Nested-Type Metal Pipe	100	lin.ft.	11.00	1,100.00
22-inch Arch-Type Metal Pipe	45	lin.ft.	6.00	270.00
Extra for Pipe Under Pavement	320	lin.ft.	20.00	6,400.00
Salvaging and Reinstalling Culvert Pipe	35	lin.ft.	4.00	140.00
8-inch Drain Pipe	160	lin.ft.	2.00	320.00
8-inch Perforated Drain Pipe	660	lin.ft.	1.50	990.00
12-inch Perforated Drain Pipe	90	lin.ft.	2.00	180.00
6-inch Metal Drain Pipe, Uncoated	230	lin.ft.	2.00	460.00
8-inch Metal Drain Pipe, Uncoated	770	lin.ft.	2.10	1,617.00

6-inch Perforated Metal Drain Pipe, Uncoated	5,680	lin.ft.	$ 1.10	$ 6,248.00
8-inch Perforated Metal Drain Pipe, Uncoated	1,660	lin.ft.	1.40	2,324.00
12-inch Perforated Metal Drain Pipe, Uncoated	1,080	lin.ft.	2.10	2,268.00
Special Backfill in Drains	3,400	cu.yd.	6.30	21,420.00
18-inch Culvert End Sections	38	only	30.00	1,140.00
24-inch Culvert End Sections	5	only	45.00	225.00
22-inch Arch-Type Culvert End Sections	2	only	40.00	80.00
Concrete Inlets, Type "G"	35	only	115.00	4,025.00
Concrete Inlets, Type "D"	8	only	130.00	1,040.00
Special Concrete Inlets	1	only	200.00	200.00
Concrete Manholes	9	only	500.00	4,500.00
Reconstruction of Manholes	1	only	400.00	400.00
Class "A" Concrete in Box Culverts and Flumes	760	cu.yd.	85.00	64,600.00
Metal Reinforcement in Box Culverts and Flumes	151,000	lb.	0.13	19,630.00
Paving Inverts, Gorton Cr. and Harphan Cr. Box Culverts	All Required			1,300.00
Concrete Curbs	25	cu.yd.	70.00	1,750.00
Bin-Type Retaining Wall, Sta. 554+90 to Sta. 568+50	All Required			110,000.00
Bin-Type Retaining Wall, Sta. 570+50 to Sta. 576+10	All Required			80,000.00
Bin-Type Retaining Wall, Sta. 578+00 to Sta. 582+40	All Required			46,000.00
Bin-Type Retaining Wall, Sta. 727+40 to Sta. 731+30	All Required			54,000.00
Metal Guard Rail	900	lin.ft.	3.30	2,970.00
Type 2 Barricade	2,000	lin.ft.	3.50	7,000.00
Rail End Pieces	22	only	6.00	132.00
Salvage and Reinstall Guard Rail	220	lin.ft.	2.50	550.00
Guard Rail-Salvaged Barricade	550	lin.ft.	2.00	1,100.00
Salvage and Stockpile Type 2 Barricade	750	lin.ft.	1.50	1,125.00
Guide Posts, W-1	420	only	8.00	3,360.00
Salvage and Stockpile Sight Posts	300	only	2.00	600.00
Type 1 Fence	30	rod	13.00	390.00
Type 2 Fence	190	rod	14.00	2,660.00
Type 3 Fence	60	rod	42.00	2,520.00
20' x 48" Metal Gates	6	only	150.00	900.00
1-inch Water Pipe	520	lin.ft.	1.00	520.00
1-1/2 inch Water Pipe	230	lin.ft.	1.00	230.00
2-inch Water Pipe	1,270	lin.ft.	1.10	1,397.00

1-inch Gate Valves	3 only	$ 25.00	$ 75.00
1-1/2 inch Gate Valves	1 only	30.00	30.00
2-inch Gate Valves	1 only	50.00	50.00
Rock Drinking Fountain	All Required		600.00
Asphalt Plant-Mix Bituminous Base	3,600 ton	8.50	30,600.00
Coarse Crushed Material in Base	35,600 ton	3.00	106,800.00
3/4" - 0 Material in Base	5,000 ton	3.00	15,000.00
Sprinkling	2,200 M-gal.	2.50	5,500.00
Class "B" Asphaltic Concrete	6,400 ton	8.50	54,400.00
Concrete Retaining Walls			
Structural Excavation	2,700 cu.yd.	7.70	20,790.00
Structural Excavation Below Elevation Shown	200 cu.yd.	11.00	2,200.00
Class "A" Concrete	All Required		61,600.00
Metal Reinforcement	All Required		12,100.00
Pile Dolphins			
Furnish Timber Piling	1,440 lin.ft.	1.40	2,016.00
Drive Timber Piles	24 only	220.00	5,280.00
			$4,936,300.53
Flagging (57% of Contractor's Cost)	All Required		$ 40,000.00
Signing (Temporary)	All Required		800.00
Slide Removal	All Required		250,000.00
Clear and Grade Utility Access Road	All Required		4,000.00
Move State Stockpiles	All Required		1,500.00
Adjust Private Water Lines	All Required		5,000.00
			$ 301,300.00
Utilities			
Work by Pacific Power and Light Co.	All Required		$ 578.20
Work by City of Cascade Locks (Lights)	All Required		15,511.31
Work by Pacific Northwest Bell	All Required		47,971.00
			$ 64,060.51
Work by Union Pacific Railroad Co.			
Railroad Work	All Required		$ 201,615.00
R.R. Protective Services	All Required		40,000.00
			$ 241,615.00
	Subtotal		$5,543,276.04
	10% Engr. & Cont.*		554,326.96
	Total		$6,097,603.00
Credit for Rubble Masonry Wall in Stockpile	1,400 cu.yd.	0.75	$ (1,050.00)
			$6,096,553.00

*NOTE: Includes engineering by Railroad for their construction.

Type Code X021
Herman Cr. Bridge (Widening)(Br. #7403A)(Sta. 1E 233+01 to Sta. 1E 234+26)

Modify Herman Creek Bridge	All Required			$ 6,600.00
Shoring, Cribbing, etc.	All Required	(36%)		10,098.00
Structural Excavation	330 cu.yd.	$ 5.50		1,815.00
Structural Excavation Below Elevation Shown	40 cu.yd.	11.00		440.00
Furnish 10" BP 42# Steel Piling	560 lin.ft.	4.50		2,520.00
Drive Steel Piles	14 only	66.00		924.00
Splice Steel Piles	3 only	38.50		115.50
Class "A" Concrete (438 cu.yd.)	All Required	(38.9%)		41,506.30
Metal Reinforcement (118,400 lb.)	All Required	(36.3%)		15,053.61
8-inch Metal Drain Pipe	70 lin.ft.	4.50		315.00
				$ 79,387.41

Type Code X021
Herman Creek Bridge (Br. #7403B)(Sta. 0E 233+25 to Sta. 0E 234+35)

Shoring, Cribbing, etc.	All Required	(33%)		$ 9,801.00
Structural Excavation	120 cu.yd.	$ 5.50		660.00
Structural Excavation Below Elevation Shown	20 cu.yd.	11.00		220.00
Furnish 10" BP 42# Steel Piling	220 lin.ft.	4.50		990.00
Drive Steel Piles	8 only	66.00		528.00
Splice Steel Piles	2 only	38.50		77.00
Class "A" Concrete (174 cu.yd.)	All Required	(15.5%)		16,538.50
Metal Reinforcement (48,600 lb.)	All Required	(14.9%)		6,179.03
8-inch Metal Drain Pipe	55 lin.ft.	4.50		247.50
				$ 35,241.03

Type Code X221
Herman Cr. Road O'xing (Br. #8623)(Sta. 297+17 to Sta. 298+39.50)

Shoring, Cribbing, etc.	All Required	(33%)		$ 9,801.00
Structural Excavation	250 cu.yd.	$ 5.50		1,375.00
Structural Excavation Below Elevation Shown	40 cu.yd.	11.00		440.00
Furnish 10" BP 42# Steel Piling	2,140 lin.ft.	4.50		9,630.00
Drive Steel Piles	52 only	66.00		3,432.00
Splice Steel Piles	13 only	38.50		500.50
Class "A" Concrete (514 cu.yd.)	All Required	(45.6%)		48,655.20
Metal Reinforcement (159,600 lb.)	All Required	(48.8%)		20,237.36
8-inch Metal Drain Pipe	65 lin.ft.	4.50		292.50
				$ 94,363.56

Type Code X781
Sawmill Road U'xing (Br. #8634)(Sta. 247+01.48)

Shoring, Cribbing, etc.	All Required		$ 7,700.00
Structural Excavation	260 cu.yd.	$ 5.50	1,430.00
Structural Excavation Below Elevation Shown	25 cu.yd.	6.00	150.00
Furnish 10" BP 42# Steel Piling	480 lin.ft.	4.50	2,160.00
Drive Steel Piles	12 only	110.00	1,320.00
Splice Steel Piles	3 only	39.00	117.00
Class "A" Concrete (399 cu.yd.)	All Required		36,300.00
55' to 60' Type III Prestressed Beams	12 only	1,210.00	14,520.00
60' to 65' Type III Prestressed Beams	4 only	1,320.00	5,280.00
Metal Reinforcement (81,400 lb.)	All Required		11,000.00
Preparation of Slopes	500 sq.yd.	2.20	1,100.00
Concrete Slab Riprap	500 sq.yd.	8.80	4,400.00
8-inch Metal Drain Pipe	240 lin.ft.	4.40	1,056.00
			$ 86,533.00

Type Code X220
Myrth U'xing (Br. #8604)(Sta. 491+05 to Sta. 492+15)

Shoring, Cribbing, etc.	All Required (50%)		$ 6,600.00
Structural Excavation	670 cu.yd.	$ 5.50	3,685.00
Structural Excavation Below Elevation Shown	70 cu.yd.	7.70	539.00
Class "A" Concrete (642 cu.yd.)	All Required (47%)		46,107.00
Metal Reinforcement (151,500 lb.)	All Required (49%)		18,865.00
8-inch Metal Drain Pipe	130 lin.ft.	4.40	572.00
			$ 76,368.00

Type Code X220
Viento U'xing (Br. #8634)(Sta. 776+38.98 to Sta. 777+48.98)

Shoring, Cribbing, etc.	All Required (50%)		$ 6,600.00
Structural Excavation	730 cu.yd.	$ 5.50	4,015.00
Structural Excavation Below Elevation Shown	70 cu.yd.	7.70	539.00
Class "A" Concrete (717 cu.yd.)	All Required (53%)		51,993.00
Metal Reinforcement (159,300 lb.)	All Required (51%)		19,635.00
Preparation of Slopes	680 sq.yd.	2.20	1,496.00
Concrete Slab Riprap	680 sq.yd.	8.80	5,984.00
8-inch Metal Drain Pipe	90 lin.ft.	4.40	396.00
			$ 90,658.00

	Subtotal		$ 462,551.00
	10% Engr. & Cont.		46,255.00
	Total		$ 508,806.00

Length of Roadway - - - - - - - -	11.888 Miles	
Length of 6 Structures- - - - -	0.090 Mile	
Length of Roadway (No Work) - -	1.403 Miles	(Exception)
Total Length - - - - - - - - - -	13.381 Miles	
Cost of Roadway Per Mile- - - -	$512,832.52	

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$6,096,553.00	$5,624,000.00	$472,553.00
Structures	508,806.00	469,000.00	39,806.00
	$6,605,359.00	$6,093,000.00	$512,359.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

CASCADE LOCKS-MITCHELL POINT SECTION

Railroad Responsibility (State Project)

Project No. I-80N-2(9)43

Roadway
(Railroad Relocation Areas "B", "C", "D" and "E")

Clearing and Grubbing	All Required (4.91%)			$ 19,188.77
Drainage Excavation, Unclassified	390	cu.yd.	$ 5.00	1,950.00
Excavation, Unclassified	110,480	cu.yd.	0.965	106,613.20
Hauling and Placing Material	1,397,200	cu.yd.	0.45	628,740.00
Finish Roadbed and Slopes	All Required (12.73%)			1,909.50
12-inch Corrugated Steel Pipe, 14 Gage	55	lin.ft.	4.00	220.00
18-inch Corrugated Steel Pipe, 12 Gage	950	lin.ft.	6.50	6,175.00
24-inch Corrugated Steel Pipe, 12 Gage	280	lin.ft.	8.00	2,240.00
30-inch Corrugated Steel Pipe, 10 Gage	130	lin.ft.	11.00	1,430.00
54-inch Corrugated Steel Pipe, 8 Gage	160	lin.ft.	24.00	3,840.00
Extra for Pipe Under Railroad	All Required			14,000.00
108-inch Structural Plate Pipe, 7 Gage	200	lin.ft.	113.00	22,600.00
132-inch Structural Plate Pipe, 8 Gage	150	lin.ft.	150.00	22,500.00
RR Drainage Structure, Sta. 499	70	lin.ft.	150.00	10,500.00
Concrete Manholes	1	only	500.00	500.00
Class "A" Concrete in Box Culverts and Fluse	90	cu.yd.	85.00	7,650.00
Metal Reinforcement in Box Culverts and Fluse	14,000	lb.	0.13	1,820.00
Sprinkling	1,500	M-gal.	2.50	3,750.00
				$855,626.47

CASCADE LOCKS-HUTCHELL POINT SECTION

Project No. I-80N-2(9)43

Estimated cost of work by Pacific Northwest Bell Telephone Company.

Section #1, CWO #1

Labor	$ 3,480.00		
Materials	6,969.00		
Equipment	623.00		
Overhead, etc.	1,003.00		
	$12,075.00	State Portion (71.53%)	$ 8,637.00

Section #2, CWO #2

Labor	$ 2,400.00		
Materials	4,390.00		
Equipment	560.00		
Overhead, etc.	800.00		
	$ 8,150.00	State Portion (98.53%)	$ 8,030.00

Section #3, CWO #3

Labor	$ 760.00		
Materials	2,160.00		
Equipment	200.00		
Overhead	270.00		
	$ 3,390.00	State Portion (90.8%)	$ 3,078.00

Section #5, CWO #5

Labor	$ 2,750.00		
Materials	6,060.00		
Equipment	750.00		
Overhead	1,100.00		
	$10,660.00	State Portion (100%)	$10,660.00
		Subtotal State's Portion	$30,405.00

Section, Herman Creek

Labor	$ 658.00		
Overhead	276.00		
Materials & Supplies	1,559.00		
Equipment (Co.Owned)	152.00		
Contract Work	685.00		
Clearing	400.00		
			$ 3,730.00

CASCADE LOCKS-MITCHELL POINT SECTION

Project No. I-80N-2(9)43

Estimated cost of work by Pacific Northwest Bell Telephone Company - continued

Section, Sta. 770 to 781

Labor	$ 576.00	
Overhead	240.00	
Materials & Supplies	1,303.00	
Equipment (Co.Owned)	61.00	
Contract Work	400.00	
		$ 2,580.00

Section, Sta. 800 to 834

Labor	$ 1,074.00	
Overhead	467.00	
Materials & Supplies	4,052.00	
Equipment	126.00	
Contract Work	4,000.00	
		$ 9,719.00

Section, Sta. 844 to 848

Labor	$ 435.00	
Overhead	186.00	
Materials & Supplies	465.00	
Equipment	51.00	
Contract Work	400.00	
		$ 1,537.00
	Total	$47,971.00

Estimated cost of work by the Pacific Power and Light Company.

Materials	$ 74.90	
Labor	324.02	
Equipment	84.25	
Overhead, etc.	98.63	
Salvage Credit	- 3.60	Cr.
	$ 578.20	Lump Sum

CASCADE LOCKS-MITCHELL POINT SECTION

Project No. I-80N-2(9)43

Estimated cost of work by Union Pacific Railroad Company. (MP 44.3 - MP 58.0). Exhibits "G" and "H"

Railroad Construction

Labor	$79,824.00
Materials	90,583.00
Freight	17,728.00
Salvage Credit	-26,520.00 Cr.
	$161,615.00

Protective Services*

Required in RR Agreement	$26,265.00
Add'l required by Contractor from Railroad	13,000.00
	$39,265.00
USE	$20,000.00

Total Cost to State $201,615.00

*Protective Services include such services as inspection, flagging, etc., required by Railroad due to State construction and contractor.

Estimated cost of Protective Service as called for in Exhibits "G" and "H"

(0) Inspector basic wage $917.00 per mo. or $41.68 per day (22-day mo.), Flagman & Watchman basic $2.65 per hr. Time 4 months.

Wages $41.68 x 61.7 days =	$2,570.00
Health, Welfare, Ins., etc. 27.5 =	710.00
10% Contingencies=	260.00
	$3,540.00
Materials and Equipment=	$1,600.00
10% Additives=	160.00
5% Contingencies=	80.00
	$1,840.00

Total $ 5,380.00

CASCADE LOCKS-MITCHELL POINT SECTION

Project No. I-80N-2(9)43

Estimated cost of Protective Service as called for in Exhibits "G" and "H" - contd.

(G) Flagman basic wage $2.65 per hour.

Wages $2.65 x 8 hrs. x 171.2 shifts =	$ 3,630.00	
Health, Welfare, Ins., etc. 27.5%=	997.00	
10% Contingencies=	363.00	
	$ 4,990.00	
	Exhibit "G" Total	$10,370.00

Estimated cost of Protective Service as called for in Exhibit "H".

Inspector basic wage $917.00 per mo. or $104.20 per day (22-day mo.). Time 14 mos.

Wages $104.20 x 89.61 days =	$ 9,338.00	
Health, Welfare, Ins., etc. 27.5% =	2,570.00	
5% Contingencies =	487.00	
	$12,395.00	
Materials and Equipment =	$ 3,500.00	
	Exhibit "H" Total	$15,895.00

Estimated cost of additional flagman and watchman required by contractor's operations based on 3-man crew rates as given in Exhibit "G".

1 Foreman $2.67 per hour or	$21.40 per shift	
2 Laborers 2.28 per hour or	36.50 per shift	
	$57.90 per shift	
Health, Welfare, etc. 27.5%	$15.90	
	$73.80	
10% Contingencies	7.40	
	$91.20 per shift	

Use $100.00 for estimating purpose

Number of shifts required as estimated by our cost analyst due to contractor's operation is 130.

130 shifts @ $100.00=	$13,000.00	
	Total Protective Service	$39,265.00
	For Estimate USE	$40,000.00

CASCADE LOCKS-MITCHELL POINT SECTION

Project No. I-80N-2(9)43

Estimated cost of work by Cascade Locks City Light.

Construction Cost		
Labor	$7,689.40	
Material	8,772.58	
Overhead	4,324.45	
Equipment	5,476.25	
		$26,262.68
Removal Cost		
Labor	$1,899.30	
Overhead	1,908.35	
Equipment	459.50	
		$ 4,267.15
Salvage		
Salvage Credit		$(6,800.92)
Engineering		
Lump Sum Engineering		$ 2,000.00
	Total Cost	$25,728.91
	Total Cost	$25,728.91
	Less Lump Sum Engr.	2,000.00
		$23,728.91
Highway portion (less Engr.) $23,728.91 x 73.9% =		$17,535.66
Lump Sum Engr.		2,000.00
		$19,535.66
State's Share $19,535.66 x 79.4% =		$15,511.31

FORM E-123X 50M 7-66

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. PRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
AUG 4 1967
FOR FILING

I SON-2(9)43
6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 2, 1967

Pacific Power & Light Company
Public Service Building
Portland, Oregon 97204

ATTENTION: Mr. R. H. Sallee

Re: Locked Gate Accesses
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2 (9) 43
Contract # 6541

Gentlemen:

Reference is made to your letter of May 10, 1967, requesting accesses to be provided through three locked gates approximately opposite Highway Engineer Center Line Station 777+00, 842+50 and 867+86.

This will confirm a previous authorization for PP&L to use the locked gate access near Station 842+50. Access may be obtained near Station 777+00 by the via the Viento Interchange and therefore does not require special authorization. You are hereby authorized, effective July 11, 1967, to use the existing locked gate access opposite Station 871+50 in lieu of the requested access at 867+86.

It is understood that your anticipated frequency of use for this latter access is twice a year.

Very truly yours,

F. D. Morgan
Construction Engineer

ORIGINAL SIGNED BY
T. W. LITCHFIELD
By:
T. W. Litchfield
Utilities Liaison Engineer

NOTED
F. B. KLABOE

PGP:ss
cc: F. B. Klaboe
L. W. Rulien
G. A. Starkey
Jack Hesla
R. H. Rumbolz

RECEIVED
AUG 3 - 1967
OFFICE OF
STATE HIGHWAY ENGR.

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JUN 20 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, Chairman
MEDFORD
KENNETH N. FRIDLEY, Member
WASCO
DAVID B. SIMPSON, Member
PORTLAND

I-80N-2(9)43
6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 19, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. NE
Salem, Oregon 97301

Re: Locked Gate Accesses
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9) 43
Contract No. 6541

Dear Sir:

Pacific Power and Light Company has requested use of the locked gate access provided for Pacific Northwest Bell Telephone Company right of station 871+50 on the subject project.

Permission has been requested and granted by Pacific Northwest Bell Telephone Company for the joint use of the access gate. A copy of Pacific Northwest Bell's letter is available in our file for your use.

Your approval of Pacific Power and Light Company's use of this gate is requested.

Very truly yours,

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By: T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

JMC:ss

cc: F. B. Klaboe
L. W. Rulien
D. H. Haller
R. H. Rumbolz

RECEIVED
JUN 16 1967
FOR FILING

I-ION-2(9) 4E

6541

June 16, 1967

Fidelity and Deposit Company
of Maryland
Portland Branch Office
900 Failing Building
Portland, Oregon 97204

Gentlemen:

A post-final payment for $5,678.64 will be made to Morrison-Knudsen Company, Inc., on Contract No. 6541 for grading and structure on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in Hood River County as soon as the warrant is prepared.

The total amount paid on this contract will be $6,455,923.19 including the post-final payment. Of the total $148,340.93 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Morrison-Knudsen Company
603 Hoge Building
Seattle, Washington

Fidelity & Deposit Co. of Maryland
Baltimore 3, Maryland

W. W. Maison
Box 298
Cascade Locks, Oregon 97014

C.H. Maison
Attn: John Herr

FORM E-123X SGN 7-66

RECEIVED
MAY 26 1967
HIGHWAY ENGINEER

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID E. SIDERIUS, MEMBER
PORTLAND

I-80N-2(9)43

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 24, 1967

Pacific Northwest Bell Telephone Company
410 N. E. Clackamas Street
Portland, Oregon 97232

ATTENTION: Mr. G. T. Westerfield

RE: Locked Gate Access 871+50
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Contract No. 6541

Gentlemen:

Pacific Power and Light Company has requested the use of the access at Station 860+80 which is provided by a locked gate opposite Station 871+50 on this section.

We have no objection; however, since you have been previously authorized to use this access, please advise if this is satisfactory to you.

Very truly yours,

F. D. Morgan
Construction Engineer

By [signature]
for T. W. Litchfield
Utilities Liaison Engineer

PGP:fw

bc F. B. Klaboe

RECEIVED
MAY 25 1967
OFFICE OF
HIGHWAY ENGINEER

RECEIVED
MAY 2 - 1967

FORM 2-30 REM 10-65 SP*23401-734

FCC FILING
I-80N-2(4)45
6541

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1967

RAILROAD COMPANIES
FILE No. 619

To: Mr. Floyd Query, Secretary
State Highway Commission

Building

SUBJECT: 3rd Supplemental Agreement
File Nos. 31248 & 24567
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County

Herewith please find fully executed duplicate original of a supplemental agreement relative to the above-entitled matter. This agreement should be filed in your permanent records.

Distribution of conformed copies has been made as indicated below.

Jack L. Sollis
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Attachment

cc: R. L. Porter (1)
F.B. Klaboe (1)
F. D. Morgan (2)
Ivan Merchant (1)
E. S. Hunter (1)
A. E. Johnson (2)
R. N. Chase (3)
C. H. Maison (1)
E. F. Saling (1)
Ted Litchfield (1)

Linda — note in your record and file
76

noted
4-28-67
LMS

FORM E-1 (REV 12-66)

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Cascade Locks-Mitchell Pt.		WEEK ENDING: March 18, 1967
		SECTION PREFIX: 614-1049
HIGHWAY: Columbia River		COUNTY: Hood River
NAME OF JOB: Cascade Locks - Mitchell Point	KIND OF WORK: Grading & Structures	
CONTRACTOR: Morrison - Knudsen Co. Inc.	CONTRACT NUMBER: 6541	FEDERAL AID PROJECT NUMBER: I-80N-2(9)43
DATE OF CONTRACT: January 29, 1965	DATE WORK STARTED: February 25, 1965	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS / SPECIFIED CALENDAR DAYS: 579	WORK DAYS USED / CALENDAR DAYS USED: 551
PROJECT AUTHORIZATION: $7,793,750.25	SPECIFIED COMPLETION DATE: August 31, 1966	PERCENT OF TIME ELAPSED: 95%
EXCLUSIVE OF ENGINEERING: $7,239,528.01	ENGINEERING AUTHORIZATION: $554,222.24	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100%
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $6,798,926.12	ENGINEERING COST TO DATE: $422,000.00	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 88%
ESTIMATED PERCENT ~~UNDERRUN~~ UNDERRUN: 6.1 %	PERCENT OF AUTHORIZATION: 76 %	DATE PROJECT WAS COMPLETED: August 3, 1966

Semi-Final submitted 9/20/66

ESTIMATED PERCENT COMPLETE (ROADWORK)

	CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	~~MISC.~~		
	100%	100%	100%	100%	100%	R.R. Grading		
				GRADING	SURFACING	~~MISCELLANEOUS~~	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT				11.89		5.88		
MILES PARTIALLY COMPLETED								
MILES COMPLETED				11.89		5.88		
TOTAL ESTIMATED QUANTITIES (CONTRACT)				3,152,000	40,600			10,000
TOTAL QUANTITIES CORRECTED TO DATE				3,051,760	41,215	99,184		3,410
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE				3,051,760	41,215	99,184		3,410
AVERAGE DAILY QUANTITIES								
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME								
NUMBER OF SHIFTS PER DAY								
HOURS PER SHIFT								

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

	Her.Cr.Wide						Ret.	Box
BRIDGE NO.	7403A	Oxbow 7403B	Her.Cr.Rd 8623	Sawmill 8634	Wyeth 8604	Viento 8534	Walls	Culverts
PERCENT	100%	100%	100%	100%	100%	100%	100%	100%

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Showers			
MONDAY	Rain			
TUESDAY	Showers			
WEDNESDAY	Overcast			
THURSDAY	Showers			
FRIDAY	Showers			
SATURDAY				

RECEIVED
MAR 0 1967
CONSTRUCTION
DIVISION

BEN GIFFORD

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK	
SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

The State drill crew completed test drilling 3-14-67.

In accordance with instructions, this will be the last weekly report on this project. Future referencing will be charged against the paving prefix, 614-1063.

SIGNED G. C. Starkey LOCATION Hood River

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
MAR 1 - 1967
FOR FILING

I-M-A-2(9)45

6541

March 1, 1967

Fidelity and Deposit Company
of Maryland
Portland Branch Office
900 Failing Building
Portland, Oregon 97204

Gentlemen:

Contract No. 6541 awarded to Morrison-Knudsen Company, Inc., for grading and structure on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in Hood River County was completed on August 3, 1966, and accepted by the Highway Commission on February 28, 1967.

Final payment in the amount of $178,718.83 will be released to the contractor after March 8, 1967. The total contract amount is $6,450,244.55 including $148,340.93 for work performed under force account. We are retaining $12,000 for railroad flagging charges on this contract.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm
cc Morrison-Knudsen Co., Inc.
603 Hoge Building
Seattle, Washington

L.H. Young
C.H. Maison
Attn: John Herr

Mr. W.W. Hudson
Box 294
Cascade Locks, Oregon 97014

Fidelity & Deposit Co. of Maryland
Baltimore 3, Maryland

RECEIVED
MAR 1 [illegible]
FOR FILING

I 80A-2(1)U3
6541

February 28, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed August 3, 1966 on Contract No. 6541. The contract was with Morrison-Knudsen Company, Inc., and was for grading and structures on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in Hood River County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 28, 1967 and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

bc Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. W. Rulien

bg ja

FORM E-1252 50M 7-66

RECEIVED
OCT 14 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WOODBURN
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 10, 1966

1049

Mr. John ... Reuling, Jr.
Union Pacific Railroad Co.
727 Pittock Block
Portland, Oregon 9720[illegible]

Re: Oregon Project I-80N-2(9)43
File Nos. 31248 and 24567
BLM 011875
Union Pacific Railroad Company
Right of Way Application through
Mount Hood Natural Forest

Dear Mr. Reuling:

This is to confirm my telephone conversation with you that the Bureau of Public Roads has prevailed upon the Pacific Northwest Regional office of the Forest Service to make a favorable recommendation to the Chief of the Forest Service regarding the above-subject matter.

We have been advised that the deletion or modification of provisions that the Railroad did not like is being considered in a manner which we believe should be acceptable to the Railroad.

I am sure that as soon as the decision is made by the Chief of the Forest Service that a revised copy of the right of way application will be forwarded to you.

Very truly yours,

NOTED
F. B. KLABOE

G. E. ROHDE
Chief Counsel

By
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja

cc: F. B. Klaboe
T. W. Litchfield
L. H. Young
Victor D. Wolfe

Mr. Roland E. Rasche
Union Pacific Railroad Co.
727 Pittock Block
Portland, Oregon 97205

RECEIVED
OCT 11 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Form GB-121
(1-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 5, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-80N-2(9)43, File Nos. 31248 and 24567, BLM 011875
Union Pacific Railroad Company Right of Way Application through
Mount Hood Natural Forest

Mr. Klaboe's August 18, 1966 letter requested our assistance in resolving a disagreement between the railroad and the Forest Service regarding certain provisions in standard stipulations for the right of way needed through Forest lands for the Ranger Station railroad relocation on the subject project.

We are pleased to advise you that the Pacific Northwest Regional office of the Forest Service has made a favorable recommendation to the Chief of the Forest Service on this matter. Deletion or modification of provisions which the railroad did not like is being considered in a manner which we believe should be acceptable to the railroad.

10-7-66
REFERRED TO
Sallis - Litchfield - Pl advise U.P.
BY ASST. STATE HWY. ENGR.
that we were able to help.
cc to me

10-7-66
Young
Sallis
Litchfield

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 3 - 1966
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN, MEDFORD
KENNETH N. FRIDLEY, MEMBER, WASCO
DAVID B. SIMPSON, MEMBER, PORTLAND
FOR FILING
6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 29, 1966

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: OSHD Invoice No. 88481
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Contract No. 6541
Project No. I-80N-2(9)43
YOUR FILE: D 315 - 2 - 8

NOTED
F. B. KLABOE

Gentlemen:

This is in response to your letter of September 21, 1966 in which you point out that we had included an item of drainage excavation for the price of $70.00 which was performed on Relocation "A", and therefore should not have been charged against the railroad since this is a responsibility of the State.

I have discussed this with our Office Engineering and Accounting Divisions, who are charged with the responsibility of preparing these bills, and it was agreed that the progress bill in question may be ignored by the railroad, since we anticipate being able to present you with a final bill for all work performed on this project sometime in October.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: F. B. Klaboe (w/copy of UPRR letter)
L. H. Young " "
C. H. Maison " "
L. W. Rulien " "
Glenn Starkey " "
R. H. Rumbolz " "

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION

DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

September 21, 1966

File: D 315 - 2 - 8

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations
Cascade Locks - Mitchell Point

In connection with the above project, the Highway Department's Invoice No. 88481 has been submitted to cover Union Pacific's responsibility for work in relocating railroad facilities.

From our review, the item of 14 cu. yds. drainage excavation for the price of $70 should not have been charged against the Railroad, inasmuch as this work was performed on Relocation "A", for which the State is to pay the entire cost. Accordingly, will you please arrange for corrected billing deleting this amount. It will not be necessary; however, to furnish sheets of the monthly estimate prepared by the State's Resident Engineer, G. A. Starkey, inasmuch as we have sufficient copies.

Very truly yours,

W. G. Johnson

Copy to V. Boyd
for investigation
9-23-66
E

Routing

Morgan — Dedier — Bond — Barbee — Walker — Clapp — Smith

RECEIVED
SEP 24 1966
CONSTRUCTION
DIVISION

Price — E
Morelock — Trout — Sorn — Wills — Litchfield — Z — Olson

RECEIVED
AUG 19 1966
FOR FILING
I-084-2(9)43
6541

August 18, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Re: Application through Forest Service land by Union Pacific Railroad Company, File Nos. 31248 and 24567, Cascade Locks-Mitchell Point Section, Columbia River Highway, Hood River County, Project No. I-80N-2(9)43, Contract No. 6541, UPRR File: D 315-2-8, Your File: 011875

Attached please find a copy of a Railroad Stipulation submitted by the United States Department of Agriculture, Forest Service, to the Union Pacific Railroad for a small portion of right-of-way needed for the relocation of the railroad in conjunction with the Interstate on the Columbia River.

There is only about 2,000 feet of railroad that needs to be relocated. As you will note from the correspondence and memorandums to the file, the Forest Service does not seem to want to allow any variations in the permit.

The factual situation is that the railroad relocation will just cross a corner of the forest land and there is nothing northerly of the railroad but water and southerly of the railroad will be the Interstate Highway; therefore, the various stipulations of the Forest Service that have been objected to would not seem to be applicable to this situation.

In order that we be able to complete this section of the Interstate on schedule and to coordinate the railroad relocation with our own contractor's work, we would appreciate any assistance your office may give us by attempting to convince the Forest Service that the deletions as requested in Mr. Baker's letter of July 20, 1966, be allowed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
G. E. Rohde
Frank McKinney
T. W. Litchfield
Jack L. Sollis

JLS:ja srb
Enclosures

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

REFERRED
TO .....
FOR .....

G. H. BAKER
GENERAL MANAGER
NORTHWESTERN DISTRICT

826 PITTOCK BLOCK
PORTLAND, OREGON 97205

July 20, 1966

RECEIVED
JUL 28 1966
LEGAL & RIGHT OF WAY

Bureau of Land Management
Lands Adjudication Branch
729 N. E. Oregon Street
Portland, Oregon

Attention: Mr. Erling A. Olson
Assistant Manager

Gentlemen:

Your file 100.7h
Oregon 011375
2234 R/W

Please refer to Mr. Olson's undated letter, received September 24, 1965, in connection with our application for a right-of-way across the Mount Hood National Forest for Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee. The letter submitted for execution a stipulation required by the Forest Service as a condition of the right-of-way grant.

The right-of-way for which the railroad has made application is necessary to permit relocation of the main line along the Columbia River, in turn necessary in order to make the present railroad right-of-way available for a relocation of the Columbia River Highway, Interstate 80 North.

The proposed railroad relocation is subject to an agreement with the Oregon State Highway Commission, providing in part as follows:

> "Section 2(a). The State, at its own expense, will aid, assist and cooperate with the Railroads in obtaining said right-of-way, and will assume and pay all expense paid by the Railroads because of or by reason of any terms, provisions, conditions and stipulations required or imposed by the U.S. as a condition or as a result of the granting of said right-of-way."

Notwithstanding this contractual provision, the stipulation as submitted is totally unacceptable and will not be executed by this company. Principal objectionable features are set forth in a letter dated February 21, 1966, from the State Highway Department to you, and were further discussed in a meeting between representatives of the United States, the State and the railroad on May 2, 1966.

It is assumed that the State cannot lawfully agree to indemnify this company for loss or liability it might incur at some future date, by reason of the exercise of some right reserved to the Forest Service or any user of the National Forest by the stipulations; nor is it supposed that the State could lawfully reimburse the railroad for costs of a fire, "conclusively presumed" to be the responsibility of the railroad although started across the interstate highway from the railroad right-of-way. Thus the quoted provision of the agreement with the State is insufficient to mitigate the objectionable provisions of the stipulation.

It has been stated that the submitted stipulation is required, and that it would be contrary to established policy to waive or modify it. The wisdom of this policy is doubtful, inasmuch as several of the provisions of the stipulation seem inapplicable or inappropriate in view of the location of the proposed right-of-way. This particular case, furthermore, is unique, as the railroad now occupies and for approximately 85 years has been occupying a right-of-way through the public lands constituting the National Forest, under statutory authority and the approval of the Department of Interior, without any such stipulation being applicable. The railroad seeks no new grant, but proposes to relinquish its existing right-of-way in exchange for the new right-of-way. The new right-of-way will traverse the National Forest for a substantially shorter distance than the existing right-of-way. In the circumstances there seems neither reason nor justification to have the new right-of-way burdened by onerous conditions not applicable to the old, by the stipulations as submitted or by any stipulations.

Nevertheless in view of the commitment of the State as expressed in the above-quoted contractual provision, and subject to affirmation by the State that the provision is intended to apply, the railroad will accept the stipulation if certain objectionable provisions are deleted, as follows:

Article 3(2) (b); Article 3(3); Article (4);
Article 7; Article 9; Article 11.

Will you please advise if this will be satisfactory.

Yours truly,

Original Signed
G. H. BAKER

cc: Oregon State Highway Department, Salem, Oregon
Mr. R. B. Kester - Portland
Mr. R. E. Haacke - Portland
Mr. O. W. Ryan - Portland
Mr. W. J. Fox - Portland
Mr. W. G. Johnson - Albina
Mr. H. B. Durrant - Albina

RECEIVED
JUL 22 1966
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-131X 50M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

31248

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

Frank of'd
Ilen
(JLS

February 21, 1966

NOTED
G. E. Rohde

Bureau of Land Management
729 N. E. Oregon Street
Portland, Oregon

Attention: Mr. Glanzman

Re: Application - through Forest Service
land by Union Pacific Railroad
Company
Your File OR1875
Our File R-3124/8

Gentlemen:

We have been requested by Union Pacific Railroad Company to request of you that certain paragraphs contained in the Union Pacific filing map - Oregon OR1875 - and the Railroad stipulation form attached thereto be deleted, as follows:

1. Article 3 (2) (b). The requirements of this paragraph would completely disrupt railroad operation in the area and even in Portland if the Railroad were required to do this. Inasmuch as the Railroad is not going through the middle of the forest, it would seem that the removal of this paragraph would have no adverse affect on the Forest Service.

2. Article 3 (3). The conclusive presumption contained in this paragraph would seem not applicable to this case as the Interstate Highway will be between the railroad and the forest. It should also be noted that there is nothing north of the railroad except river and sloughs.

3. Article 7. It would be extremely dangerous for both forest officers and the railroad to allow speeders on the track, and as I understand it, it would be contrary to agreements with labor organizations.

4. Article 9. The need to build any crossings of the railroad at this point seem to be null because there is no reason that I can conceive of why the Forest Service should have need to cross the railroad in the first place, and in the second place, how would they get to the railroad right of way with the Interstate Highway between the main part of the forest and the railroad right of way.

5. Article 11. For the many and various reasons listed above, we can see no reason why the United States, its grantees, permittees, or

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FEB 23 1966

Bureau should have any occasion to use this land for any reason, and we would certainly appreciate the deletion of this Article.

If you care to discuss the deletion requests as set out above, representatives of the Highway Department and the Railroad would be most happy to meet with you at any time.

Very truly yours,

G. E. ROHDE
Chief Counsel

By:
JACK L. MILLS
Staff Attorney

JLM:ja

cc: Mr. O. W. Ryan
Union Pacific Railroad Company
Pittock Block
Portland, Oregon

cc: F. L. Haloo
Frank C. McKinney
G. E. Rohde

RECEIVED
OCT 20 1966
FORM F-123X 50M 4-62
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-80N-2(9)43
6:111

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 5, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 3, 1966, on Contract No. 6541, Cascade Locks - Mitchell Point Section, in Hood River County, in connection with Federal-Aid Project No. I-80N-2(9)43.

We request that your office inspect the contract work and return a signed copy of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

NOTED
F. B. KLABOE

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 8-18-66

Conditions noted on above date:

None

WRG:

RECEIVED
OCT 1 3 1966
OFFICE OF
STATE HIGHWAY ENGINEER

A. W. Parsons
Division Engineer

By: G. R. Brooks
G. R. Brooks
District Engineer

Refer to Young
10-20-66

RECEIVED
AUG 1 - 1966
OR FILE I-80N-2(9)43

Form CD-121 (11-63) (Prev. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

KLABOE

6541

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: July 27, 1966

In reply refer to: 08-35.DA-1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section, Columbia River Highway
State Force Order No. 11
Total estimated amount of the Order: $9,000.00
Federal participation: $8,100.00

Reference is made to your letter dated July 21, 1966 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The uncertainty as to the extent of the work and drilling conditions to be encountered would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

RECEIVED

REFERRED TO
Young Wenck.
BY ASST. STATE HWY. ENGR.
7-29-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-105—5M

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date OCT 13 1966
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 11

Project Name Cascade Locks-Mitchell Point Date July 7, 1966.

Highway Columbia River Contract No. 6541 F. A. Project No. I-80N-2(9)43

County Hood River Prefix 614-1049 Account No. 234-11

Description of Work To Be Done:

Install horizontal drains. (Morgan Slide) and other slide areas as required.

Location by Station Numbers:

520 to 523 Right and throughout project as required.

Estimate of Quantities and Costs:

Install 3,000 lin.ft.

Labor	$ 4,000.00
Equipment	3,000.00
Material	2,000.00
Total	$ 9,000.00

Explanation: This is specialization work, and the State is particularly equipped to undertake the installation of horizontal drains. Work to begin about July 25, 1966.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $ 9,000.00 for work under this order	$7,793,750.25
Expected under-run / over-run (amount)	None
Expected under-run / over-run (per cent)	None

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey
Resident Engineer

Approval Recommended: /s/ F. D. Morgan
Construction Engineer or

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved: /s/ L. H. Young
Office Engineer.

No authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
JUL 26 1966
FOR FILING

Form CD-121 (11-63) (Prea. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO: Mr. Forrest Cooper, State Highway Engineer
~~Salem, Oregon~~

DATE: July 18, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks - Mitchell Point Section
Pacific Northwest Bell Telephone Company Utility Adjustment
Additional Work

Our memorandums dated December 31, 1964 and March 29, 1965 approved the plans and estimate and the proposed revision and authorized you to proceed with the work.

We now approve the revised estimate submitted with Mr. Litchfield's July 13, 1966 letter and additional work involved in the temporary relocation of the cable.

The stipulation regarding access permits contained in our December 31, 1964 memorandum is no longer applicable. An X-permit was approved by this office on January 8, 1966.

REFERRED TO
Young - Litchfield
Asst. State Hwy. Engr.
7-26-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-1288 5CM 4-66

RECEIVED
JUL 14 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-80N-2(9) 43

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 13, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Additional Work
Pacific N.W. Bell Telephone Company
Underground Cable Relocation
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Pacific N.W. Bell File: Estimate No. 10199
CWO No. 5

Gentlemen:

Herewith you will find two copies of the company's estimate of cost as revised June 21, 1966. Also two copies of a sketch map showing the additional work to be performed.

Due to hardship conditions and the importance of these circuits, the company was authorized by your letters of December 31, 1964 and March 29, 1965 to relocate their cable along the south side of the road within the access control line between Stations 800 and 834. This section of cable will be buried along the south side of the road after the grading in this area has been completed. However, before this work can be accomplished, it will be necessary for the contractor to remove some rock outcroppings near Station 802. This will endanger the present location of the cable and necessitates the temporary relocation as shown.

The revised estimate reflects the increased cost due to this extra work and an adjustment upwards of their estimated contract work due to their experience of the bidding received in 1965 for similar work.

Your approval of this additional work and revised estimate, as evidenced above, is requested.

Very truly yours,

NOTED
F.B. KLABOE

F. D. Morgan
Construction Engineer

By
Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm
encs.

cc: F. B. Klaboe
V. L. Gallagher (2)

RECEIVED
JUL 14 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 7 1966
FOR FILING I-80N-2(9)43

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: July 1, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(9)43
Additional Locked Gate Access

F. H. Klabve

Additional locked gate access at station 529+75 and transfer of the access permit at station 860+00 to Pacific Northwest Bell Telephone Company as requested in your letter of April 11, 1966 are hereby approved.

REFERRED TO
By Asst. State Hwy. Engr.
7-7-66

RECEIVED
JUL 8 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 13 1966
FOR FILING
I-84-1-3(1)42
6541

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

SIGNING

Location: Approved:

Highway: Columbia River Date:

Section: Cascade Locks-Mitchell Point Amount: 64,120.00

County: Hood River

SIGNING

NOTED
F.B. KLABOE

Estimated Contract Amount		56,994.75
Anticipated Additional Items		
Estimated State Force Amount		
Engineering and Contingencies (12½%)		7,125.25
	Total	64,120.00

It is proposed to include this work in the FAI grading and paving project scheduled for June 9, 1966.

Type "AA" = Green Scotchlite with [illegible]-type letters,
" "BB" = Blue Scotchlite with [illegible]-type letters,
" "U" = Green Scotchlite with white Scotchlite [illegible] - on symbol.

103 30² 5²⁰
91.461

4 91,263.50
61,407.94
55267.44 ✓

RECEIVED
JUN 10 1966

I-80N-2(9)43
6541

June 9, 1966

Morrison-Knudsen Company, Inc.
Contractors and Engineers
603 Hoge Building
Seattle, Washington 98104

Re: Contract No. 6541
Cascade Locks-Mitchell Point Sec.

Attn: W. W. Hudson
Project Manager

Gentlemen:

Your letter, dated June 2, 1966, in reference to a release of the retained percentage on the above-captioned contract, has been referred to this office.

Consideration for a reduction in the retained percentage is given after the contract work has been completed and the semi-final monthly estimate with the related field measure data has been submitted to this office by the resident engineer.

At that time, a review of the status of the contract and related contingencies is made. You are assured that every consideration is given to fullest cooperation with the contractor, short of jeopardizing the interests of the State of Oregon.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LY: ls
cc: R. L. Porter
F. B. Klaboe
F. D. Morgan
L. W. Rulien
G enn Starkey

Morrison-Knudsen Company, Inc.

CONTRACTORS AND ENGINEERS

PRINCIPAL OFFICE
319 BROADWAY, BOISE, IDAHO

MORRISON - KNUDSEN CO., INC.
P. O. BOX 298
CASCADE LOCKS, ORE. 97014

2 June, 1966

State of Oregon
State Highway Department
P. O. Box 617
Hood River, Oregon 97031

Re: Cascade Locks-Mitchell
Point Project #6541.

Subject: Release of retained percentages.

Attention: Mr. Glenn A. Starkey

Reference is made to the Supplemental General Provisions, issue of July 1, 1963, particularly to the section concerning partial payments and retained percentages on page number 11.

The third paragraph of this section provides that a release of a part of the retained amount may be made if justified by certain circumstances.

In view of the progress made to date, it is respectfully requested that consideration be given to the release of a part of the retainage along with the next partial payment. We suggest an amount of 3 percent of contract, to be retained until final acceptance, to be sufficient to protect the State from all contingencies.

We will appreciate your consideration in this matter.

Very truly yours,

MORRISON-KNUDSEN COMPANY, INC.

W. W. Hudson
Project Manager

WWH/dm

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MAY 18, 1966

File Ref. D 315 - 2 - 8

U.S. CERTIFIED MAIL -
Return Receipts Requested (4)

Routing
Morgan
Decker
Lund
Merrick
Weller
Klein
Swan
Pease
Merchant
Treon
Scott
Mills
Litchfield
Olson

RECEIVED
MAY 19 1966
CONSTRUCTION
DIVISION

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

As a result of operations of the State's Contractor, Morrison-Knudsen Company, Inc. in connection with the above-named project, the Railroad's signal-communication facilities were damaged at Milepost 49.0 west of Wyeth, Oregon, on MAY 13, 1966.

It is expected that a bill will be presented when the Railroad's cost for damage can be ascertained, and will you please acknowledge your receipt of this letter.

Yours very truly,

W. G. Johnson

cc:
Mr. W. W. Hudson, Project Mgr.
Morrison-Knudsen Company, Inc.
Box 298
Cascade Locks, Oregon

Employers Mutual Liability Insurance Company of Wisconsin
Wausau, Wisconsin

Lincoln-McMurray Insurance
P. O. Box 1698, Boise, Idaho 83701

RECEIVED
MAY 6 1966
BP°23401-734

FOR FILING
I-ON-2(9)43

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1966

To: MEMORANDUM TO THE FILE

SUBJECT: File Nos. 31248 & 24567
Railroad Work
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Contract No. 6541
UPRR File: D 315 - 2 - 8

NOTED
R. KLABOE

On Monday, May 2, the following people conferred regarding the objection of the Union Pacific Railroad to certain conditions in the U. S. Department of Agriculture, Forest Service, railroad stipulation which would allow them to relocate about 2,000 feet of railroad on the above section of highway:

John Reuling, Jr., General Attorney, Union Pacific Railroad Co.
Roland Haacke, District Engineer, Union Pacific Railroad Co.
Glen Tabor, Assistant Engineer, Union Pacific Railroad Co.
Louie T. Monaco, Land & Tax Agent, Union Pacific Railroad Co.
Dick Burke, Recreation & Lands, Mt. Hood National Forest
Lynn M. Lathrop, Fire Control, Mt. Hood National Forest
Fritz deHoll, Div. of Recreation, Land Uses, U. S. Forest Service
George W. Kansky, Div. of Recreation, Lane Uses, U. S. Forest Service
Wm. F. Cummins, Div. of Fire Control, U. S. Forest Service
Arno Reifenberg, Attorney, U. S. Department of Agriculture
Jack L. Sollis, Attorney, State Highway Department
T. W. Litchfield, Utilities Liaison Engineer, State Highway Department

The railroad objected to the provisions of Article 3, Section (2) (b), which is underlined on the attached copy of the stipulation, Article 3, Section (3), as underlined, Article 4 where underlined, and Article 7 where underlined, and requested an interpretation by the legal counsel of the Forest Department to the effect that Article 9 applied only to existing crossings, and also asked that Article 11 be clarified as to what was to be inconsistent with the enjoyment of the right of way by the railroad.

In the discussion of Article 3, Section (3), it boiled down to what would be interpreted as to what would be within the immediate vicinity of right of way, and on this particular point we agreed with the railroad that this point should be more specifically defined, especially since the

highway is going to be between the railroad and the rest of the national forest. Another point in this paragraph was the fact that it provided that any fire originating within 200 feet of the centerline of the railroad right of way would be conclusively presumed to have started from the use and occupation of the right of way and with the highway immediately adjacent between the railroad and the rest of the forest, the possibility that the fire would start on highway right of way rather than on railroad right of way was very great, and we join the railroad in asking that this be clarified.

In the discussion of Article 3, Section (2) (b), I could not see where the railroad could be hurt because the provisions would require them to furnish only such personnel to fight fire as they could without interferring with the operation of the railroad and in effect they could refuse to send any, and there is nothing in the stipulation that imposed any liability for such refusal.

In Article 4, we ask that it be clarified to the point where the wires would be strung in a workmanlike manner and not interfere with the use and occupancy of the right of way by the railroad.

Article 7 could not hurt the railroad as they could refuse permission to use tracks as they would be a safety hazard.

The Forest Service would not make any concessions at all that indicated that if the railroad would submit specific languages that they would like changed and specific exceptions they would like made and points they would like a legal interpretation of from the chief counsel of the Department of Agriculture, that they would forward these requests to Washington D.C. for consideration.

In a day or two I will present a letter to the railroad saying what I think some of these changes and clarifications should be and this is merely for their consideration. The main reason we are concerned in this is the fact that in our agreement with the railroad for the relocation of same, we agreed to assist them in acquiring the right of way from the

Federal Government, and we also agreed to pay and assume all expenses paid by the railroad because or by reason of the terms and conditions and stipulation required or imposed by the United States as a condition or as a result of the granting of the right of way by the United States.

JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja

cc: G. E. Rohde
F. B. Klaboe
F. D. Morgan
Ted Litchfield

RECEIVED
MAY 6 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 26 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

1-4-2(1)43
(1)91

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 14, 1966,

H p

Oregon State Highway Commission

Gentlemen:

There will be on the agenda for the April 21 meeting a third supplemental agreement with the Union Pacific Railroad Company to cover the construction of the boat basin access bridge on the Cascade Locks-Mitchell Point Section on the Columbia River Highway in Hood River County.

There is in existence an agreement between the parties dated June 10, 1963, supplemented April 20, 1965, and January 25, 1966. This supplement provides for the construction of the boat basin access bridge on the railroad relocation near Wyeth and the use of haul roads at each end of this railroad relocation. This access bridge is to be constructed with State funds and was approved by the Commission at the November 4, 1965 meeting. The contract was awarded to Cumming and Webber, Inc. on that date. This agreement will not result in any additional cost to the State, since any cost in connection with the use of the haul roads will be borne by the State's contractor.

We recommend your approval of this agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

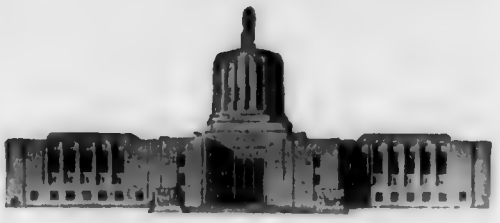
By ORIGINAL SIGNED
R. L. PORTER

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
L. W. Rulien

FORM B-128X 50M 7-65
RECEIVED
APR 1 1966
FOR FILING
I-80N-2(9)43
1541

COMMISSIONERS
MEDFORD
KENNETH N. FRIDLEY, MEMBER
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 11, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Proposed Access Revisions
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43

Dear Sir:

Attached you will find two copies of a letter from Mr. M. J. Johnson, District Engineering Manager for the Pacific Northwest Bell Telephone Company, dated March 17, 1966 in which he requests two locked gate accesses on the above-captioned section.

The access at Station 860+80 may be provided by means of a locked gate which is shown on Sheet 26 of the construction plans opposite Station 871+50. This access was originally granted to the Bonneville Power Administration, but they have indicated recently that they have no need of this access. If the access were constructed as shown on the plans, the telephone company may reach the desired location by means of the old highway through this area south of the freeway. This access has been approved previously and it is proposed that it be constructed as planned.

The second access at Station 530+50 may be provided by constructing a locked gate opposite Station 529+75 as shown on the attached Sheet 29 of the construction plans. A gate constructed here along with the construction of approximately 2,000 feet of access road, which will connect to the existing Bonneville Power Administration maintenance road, will eliminate the need for constructing the one mile of access road as shown on the construction plans.

The location of the telephone company repeater huts must be determined within a rather narrow area of tolerance. Therefore, access at these points is essential with telephone company's operation. It should also be pointed out that conventional equipment will not be able to use the Bonneville Power Administration access road unless it is reconstructed.

NOTED
APR 14 1966

In view of the fact that the granting of a locked gate at Station 529+75 will result in the saving of approximately $4,000, it is requested this access be granted as requested. This work will be included in the paving contract for which bids are to be received on June 9, 1966.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm:fp
Attachments
cc F. B. Klaboe
L. H. Young
C. H. Maison
L. W. Rulien
G. A. Starkey
Jack Hesla

RECEIVED
APR 13 1966
STATE ... ENGINEER

PACIFIC NORTHWEST BELL

509 S.W. OAK STREET. PORTLAND. OREGON 97204 · AREA CODE 503 · 233-4081

M. G. Johnson, DISTRICT ENGINEERING MANAGER

Portland, March 17, 1966

Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031

Attention: Mr. Glenn Starkey, Resident Engineer

Gentlemen:

This is in reference to access requirements along the Cascade Locks-Mitchell Point Highway Project No. I-80N-2(9)43 at stations 860+80 and 530+50.

The main communications cable between Portland and The Dalles is buried in this area south of the highway. Normal cable maintenance can be accomplished by using the access roads now planned. However, two new repeater huts will be built this summer which will require additional access points. Since repeater spacing is critical, these huts cannot be moved to existing access locations. These buildings will contain electronic equipment. Regular and frequent visits to these sites are necessary for maintenance. Emergency restoral of service will require unscheduled trips at any and all times. Since truck-borne equipment is used for testing and alignment, an all-weather road is imperative at each location.

The hut located at Wygant State Park is accessible from a section of the old highway. The original highway plans provided an access to this road at station 860+80. Restoring this access to the construction plans will satisfy our requirements.

The hut located near Shell Rock Mountain is accessible from an existing utility service road. Access to this road will be necessary at station 530+50.

Construction of these buildings are being delayed pending verification of these two access roads. Locked gate type access is quite satisfactory if it meets highway requirements. Please advise at your earliest convenience.

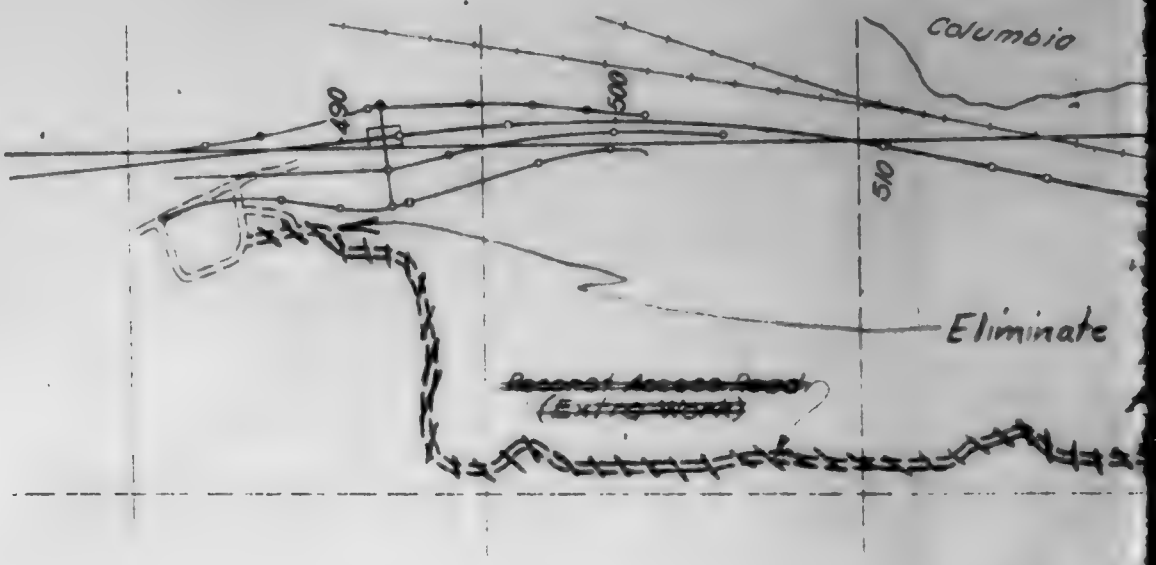
Yours very truly,

M. G. JOHNSON

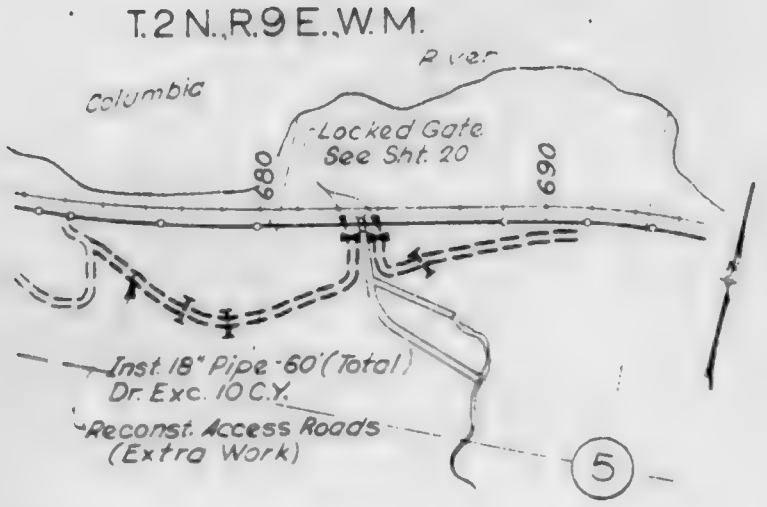
District Engineering Manager

LRF:gb

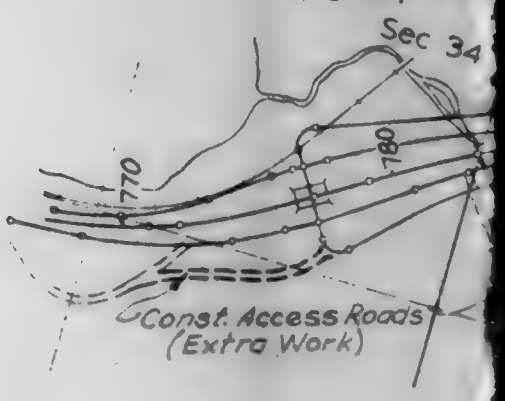
T. 2 N., R. 8 & 9 E., W.M.



T. 2 N., R. 9 E., W.M.



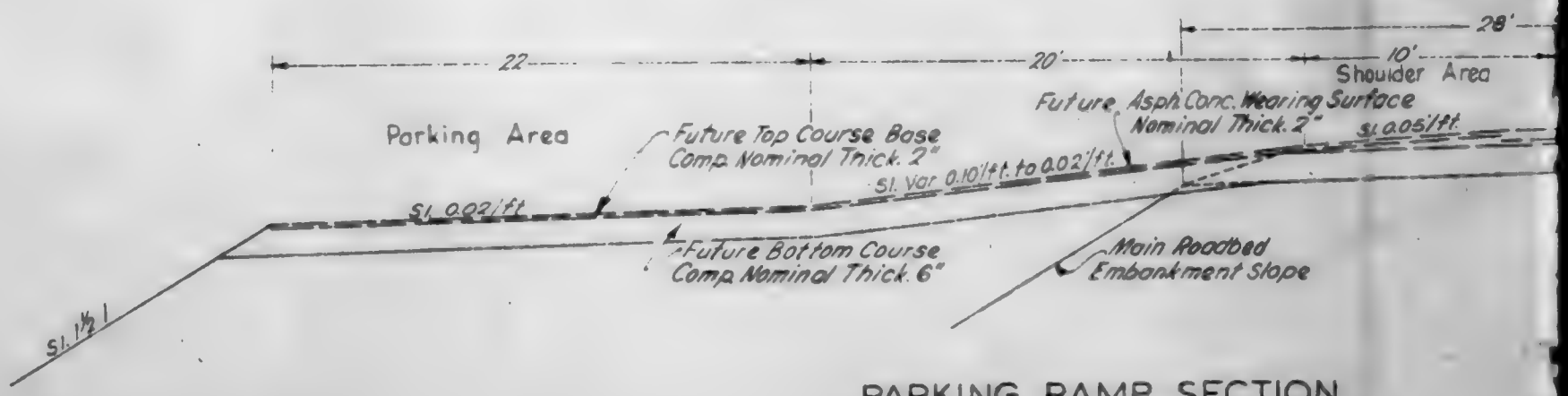
T. 3 N., R. 9 E.



PLAN

UTILITIES ACCESS RO

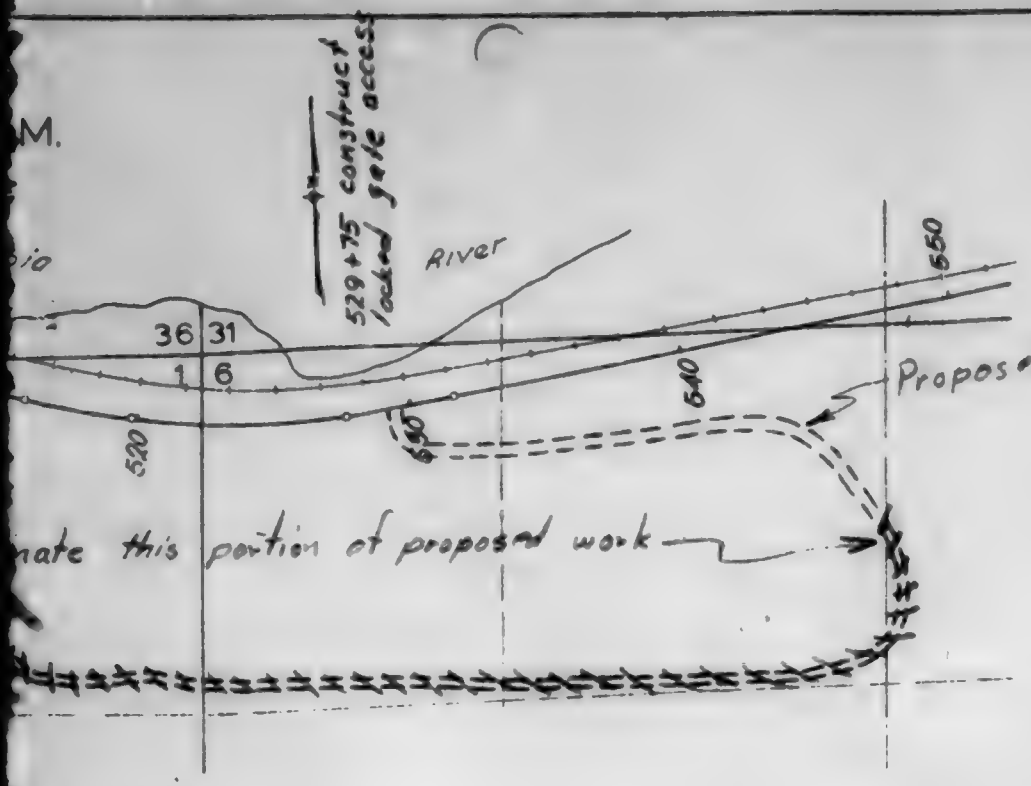
SCALE 0 200 400 800 FEET

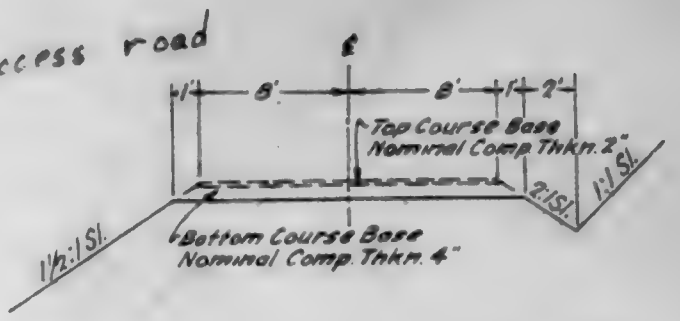


PARKING RAMP SECTION

CASCADE LOCKS MITCHELL PT. SEC. COLUMBIA RIVER HIGHWAY HOOD RIVER COUNTY				SHEET No. 29
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS See Index
8	OREGON	I-80N-2(9)45		

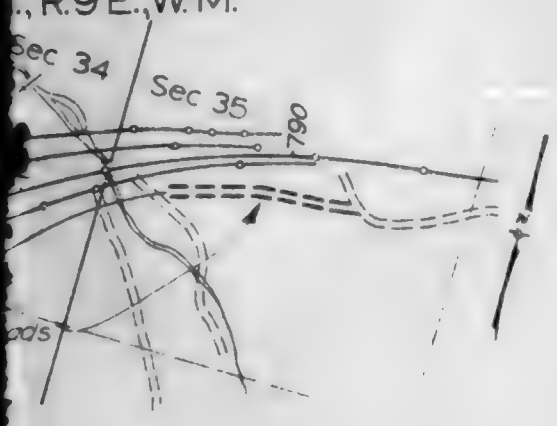
M.

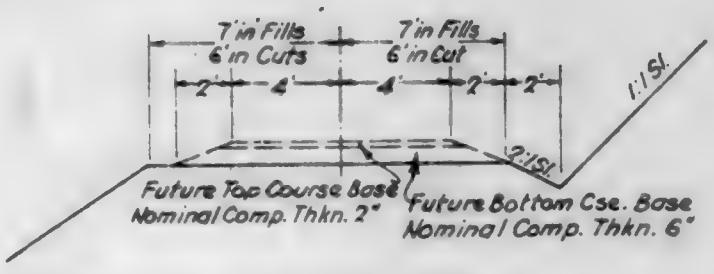




ACCESS ROAD TO R.R.

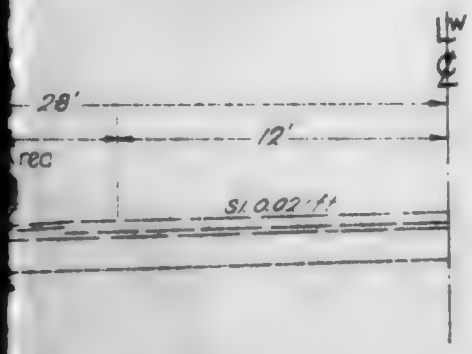
., R.9 E., W.M.

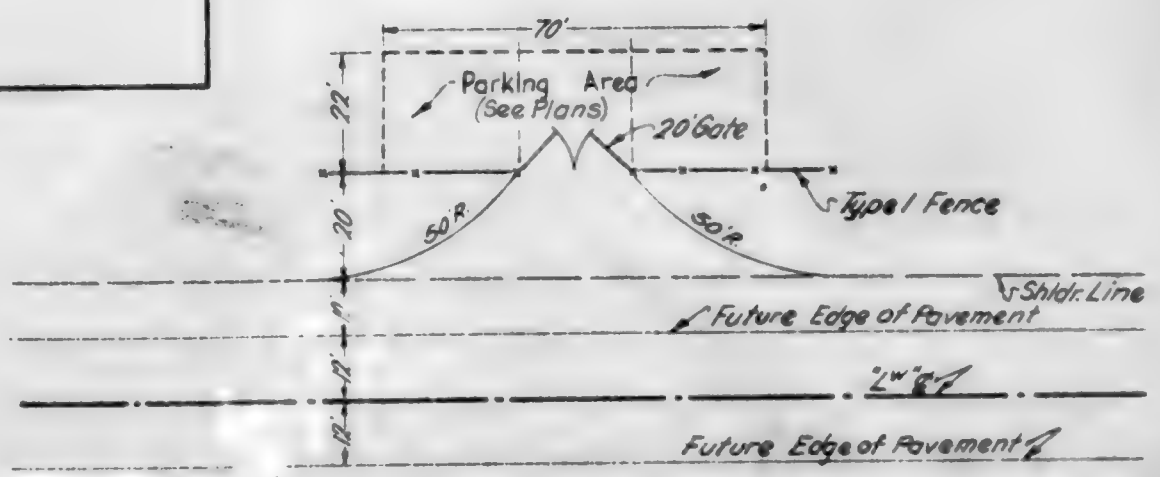




UTILITY ACCESS ROAD

S ROADS





UTILITIES ACCESS GATE PLAN

For Location see Plans)

RECEIVED
MAR 24 1966

Form DOT-1320
(11-65)
(Prea. by
A.O. 208-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 18, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks - Mitchell Point Section
Supplemental UPRR Railroad Work

Mr. Preston's December 23, 1965 letter requested formal concurrence in our December 15, 1965 oral tentative advance authorization to proceed with extra railroad work under the subject project.

We have reviewed your November 8, 1951 agreement with the railroad involving nonparticipating work under Project I-80N-2(30)54 (Old BFI-174(14). Since the railroad's power pole is located on a perpetual easement conveyed to the State by the railroad, we consider that the cost of adjustment is eligible for reimbursement.

The work may now be considered to have been approved as of December 15, 1965.

3-23-66
REFERRED TO
By Asst. State Hwy. Engr.

RECEIVED
MAR 22 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 9 - 1966
FOR FILING

Form CD-121 (11-65) (Pres. by A.O. 204-10)

UNITED STATES GOVERNMENT

Memorandum

I 80N-2(9)43

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: March 4, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks - Mitchell Pt.
U.P.R.R. Supplemental Railroad Agreement

Our August 31, 1964 PS&E authorization memorandum approved the subject project railroad agreement with stipulations, and our October 6, 1965 memorandum indicated the proposed waterline adjustment in the vicinity of Station 505+50 as satisfactory, but withheld approval and authorization of the work pending our receipt of a supplemental railroad agreement. Authorization to proceed with the work was granted effective October 12, 1965.

Mr. Litchfield's January 5, 1966 letter transmitted the supplemental agreement for our action. Approval is granted effective this date subject to the applicable stipulations of our August 31, 1964 memorandum concerning access rights.

REFERRED TO
Litchfield - Young - Gerig
BY ASST. STATE HWY. ENGR.
3-9-66

RECEIVED
MAR 8 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM SH 1232 8-65

RECEIVED
MAR 4 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WESTON
DAVID B. SIMPSON, MEMBER
PORTLAND

I-80N-2(9)43

LE-1

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 2, 1966

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Erosion of Highway Embankment
Railroad Relocation "A" (MP 46.0-46.25)
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Contract No. 6541
YOUR FILE: D 315 - 2 - 8

Gentlemen:

This is in reply to your letter of January 24, 1966 in which you call our attention to the fact that the highway embankment at the above-captioned location has eroded onto railroad property and fouled railroad's drainage. We have investigated this problem thoroughly and have the following to report.

This slope was constructed of material containing large boulders and soil. Due to the size of the boulders, it was impossible for the contractor to obtain specified compaction of the soil surrounding them. Winter rains have eroded the soils and caused the boulders to tumble. The result is that the top 20 feet of the fill is about 3 or 4 feet narrow. The soil is now fairly stable after being subjected to the winter rains. It will be necessary to restore the upper portion of this fill, but the remaining materials available to the grading contractor contain too much soil to properly restore this area.

It is proposed to open bids for the surfacing contract on June 9, 1966. Under that contract we will require this area to be restored with shot rock, as you request, along with the other grading required under that contract. It is our opinion that the lower portion of this existing fill is reasonably stable at this time. Further scaling of boulders is to be performed by Morrison-Knudsen Company as well as the seeding and mulching.

NOTED
F. B. KLABOE

We feel this proposed treatment is both economical and adequate. Should it be necessary to provide further treatment following rains of next winter, it will be performed as extra work on the future contract.

Very truly yours,

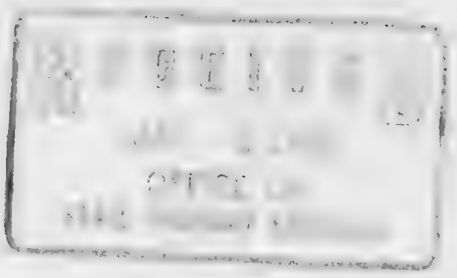
F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: F. B. Klaboe (w/copy of UPRR letter of 1-24-66)
L. W. Rulien
G. A. Starkey



UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. Johnson
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JANUARY 24, 1966

(File Ref. D 315 - 2 - 8)

Routing

Morgan
Decker
Barbee
Walker
Glenn
Swan

Please E
Morelock
Trout
Scott
Wills
T Litchfield
Olson

RECEIVED
JAN 27 1966
CONSTRUCTION
DIVISION

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad-Highway Relocations
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

On December 31, 1965 I forwarded to you a copy of Interstate Commerce Commission Railroad Accident Investigation Report No. 4045 covering a train derailment on the Boston and Maine Railroad, resulting in injuries and death due to a washout in an adjacent highway embankment.

As the result of heavy rains during the past weeks there has been considerable wash of mud and rocks from highway embankment constructed under the above-referenced project for the Interchange Ramp at the easterly end of Railroad Relocation "A" between Railroad MPs 46.0 and 46.25 and we have found it necessary to move in equipment to clean up materials fouling the Railroad's drainage, for which the State will be billed.

Undoubtedly when weather permits the State plans to have its contractor dress the embankment slope, clean out the railroad ditch and seed the highway embankment slopes. This, however, does not necessarily mean that the Railroad's troubles will be over. As demonstrated in recent storms this form of slope protection is often inadequate and if used in this particular location the Railroad could very well have further impairment of drainage and possibly materials washed onto its track.

#2
Mr. F. D. Morgan 1-24-66

As pointed out in my letter of December 31, a situation of this nature can have serious consequences, and our Company only a few days ago experienced a derailment near Seattle, Washington as result of highway construction which fortunately did not involve personal injuries. However, you can understand that we are quite concerned with this matter and we therefore ask the State of Oregon to take immediate steps to eliminate the possibility of washing of materials onto our tracks from its projects.

Have been informed that the State's contractor, Morrison-Knudsen Company, will be opening a quarry in the Fountain Slide area opposite Railroad MP 48.0 in the near future and this will be a good source of rock for slope protection. With such a source close at hand there should be no reason why the State cannot place an adequate rock blanket on the embankment slope to prevent further erosion in lieu of seeding. Believe that a 3-foot minimum of shot rock is required for this purpose. Will you please investigate and advise your intentions for remedying this situation in the near future.

Yours very truly,

W. B. Johnson
WBD

COPIES TO L W RULIEN
G A STOCKLEY

RECEIVED
MAR 1 1966
SP-6229-734

FOR FILING

I-80N-2(11)43
6541

Routing
3 Morgan
1 Docker
1 Bond
Barbee
Walker
Glenn
Owen

RECEIVED
FEB 23 1966
OREGON STATE HIGHWAY DEPARTMENT

Please E.P. Morgan
Morelock
Trout
Scott
Wills
Litchfield
Olson

INTER-DEPARTMENT CORRESPONDENCE

CONSTRUCTION DIVISION

Hood River, Oregon
February 23, 1966

To: Mr. L. W. Rulien
Division Engineer
Portland, Oregon

SUBJECT: Traffic Accident Feb. 21, 1966
Cascade Locks - Mitchell Point
Morrison - Knudsen Co. Inc.
Contract 6541

An accident occurred immediately West of Mitchell Point on the Morrison - Knudsen Co. project at approximately Station 908 to 909+66.

Approximately fifteen eastbound vehicles were stopped under flagman control when an empty east bound semi truck and trailer failed to stop, colliding into the rear of the line of waiting traffic at 40 miles per hour. Damage to six cars was extensive.

The 1961 Internation truck (Wash. Lic. T57700) owned by Leonardo Truck Lines, and driven by Jonathan Wesley Vanscoyoc was also badly damaged.

Pavement was dry, and visibility was good. The truck driver was issued a citation for violation of the basic rule.

Signs visible to east bound traffic in advance of the accident scene were as follows.

Legend	Approximate distance from scene of accident.
Construction	100 Feet
Slow	500 Feet
Stop Ahead	1,165 Feet
Stop Ahead	2,000 Feet

In addition to the truck driver ten others were involved. Some were hospitalized. No fatalities were reported.

Numerous pictures were taken of the wreckage and advance warning signs. Mr. John Walker (Assistant Construction Engineer) happened upon the scene and took some pictures.

A more complete report and pictures will be placed on file in this office.

NOTED
BARBOE

RECEIVED
FEB 25 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Glenn A. Starkey
Resident Engineer

2/25/66
Copy to Klaue
per Mr Morgan
JP

Attached to E.P. Morgan
for his info
JP

Bill

RECEIVED
FEB 23 1966

FORM E-30X—50M—1-66 SP*19102-734

FOR FILING

I-80N-2(9)43

6541

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1966

To:

MEMO TO THE FILES

SUBJECT: Cascade Locks - Mitchell Point Sec.
Contract No. 6541
Federal Aid Project I-80N-2(9)43
Columbia River Highway

This memo is written to document a telephone conversation between the writer and Mr. L. R. Backlund, Bureau of Public Roads on February 17, 1966 concerning audit report No. 65-835-13.

Mr. Backlund called to question a statement in the State's answer to the above mentioned audit report regarding a discussion between me and the Bureau of Public Roads Area Engineer on April 27, 1965. There has been considerable correspondence between the Union Pacific Railroad and the Highway Department concerning the substitution of larger sized culvert pipe than that which was specified on the contract plans. On April 23, 1965 a price agreement was received by the Construction Division covering the deletion of the specified 18 and 24 inch culvert pipes on railroad relocations and substitution therefore of 30 inch culverts. On April 27, 1965 this change was discussed at some length with Mr. Grafe, Area Engineer for the Bureau of Public Roads. He verbally concurred in the change but at that time indicated that there would be no Federal participation in the additional cost of this work. I did not prepare a documentary "half-slip" at this time because there was still a question as to whether the State or the railroad should be responsible for the increased cost and also, because Mr. Grafe had indicated that there would be no Federal participation. It was later determined that the State will pay for this additional work and on August 23 and August 26, 1965, Mr. Grafe indicated that the Bureau of Public Roads would recommend Federal participation for this work.

Dorland E. Swan
Staff Assistant

DES:nh

cc: ~~F. B. Klaboe~~
L. H. Young
C. H. Maison
L. R. Backlund

RECEIVED
FEB 21 1966

NOTED
F. B. KLABOE

RECEIVED
FEB 10 1966
FOR FILING

I-RAN-2(9) 43

6541

February 9, 1966

4/15 K

Sunset Motor Company
Corner 3rd and Jefferson Streets
The Dalles, Oregon

Attention: Mr. Carl Stiefel

Gentlemen:

We regret the inconvenience you experienced due to the Cascade Locks-Mitchell Point construction as set forth in your January 28 letter.

There was a 1 hour-30 minute delay on January 27 which is, apparently, the one you encountered. This arose from a combination of unfortunate circumstances. A shot in the Mitchell Point widening area produced an erratic rock fall which covered the highway with more material than usual. The delay was then prolonged because of an equipment breakdown (one of the large loaders used to clean the rock off the roadway blew a tire) and substitute equipment had to be moved in from another part of the project.

Our objective has been to keep the traffic delays to one-half hour maximum and this has been accomplished most of the time. Barricades are kept available at Hood River and Cascade Locks to be utilized with flagmen in case of extreme delays. However, the length of a closure cannot be predetermined and it would be displeasing to most motorists to be diverted around the construction section unnecessarily.

We continue to try to minimize the delay and inconvenience from this, as well as all other, highway construction work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. W. Rulien

JAB:bjm srb

CYpress 6-2166

SUNSET MOTOR CO.

CORNER 3rd & JEFFERSON STS. • THE DALLES, OREGON

Chevrolet
Oldsmobile
Cadillac
Corvair
F 85

2764

January 28, 1966

Mr. Forrest Cooper, Chief
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

First of all I want you to know that I realize many delays are unavoidable in highway construction but the one that occurred yesterday, I think, could have been avoided, at least partially.

I left here at 10 o'clock yesterday morning for an important meeting scheduled for noon at the Sheraton in Portland. West of Hood River where the freeway ends, we were stopped by a flagman after waiting in line some ten minutes and were informed that there would be an hour and a half delay.

We turned back and crossed the bridge at Hood River and then again came back to the Oregon side on the Bridge of the Gods. We made the meeting on time but the point is, why didn't the contractor let people know at Hood River so they could have crossed the bridge instead of driving several miles and then having to turn back.

I am not sure that you knew of this long closure but I thought maybe you could do something about it. On the way back, we were delayed at the same place about ten minutes which is not bad.

Sincerely,

SUNSET MOTOR COMPANY

Carl Stiefel

CS:ce

RECEIVED
JAN 31 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 31 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 10 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I 80N-2(9)43

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 9, 1966

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Railroad Work
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Contract No. 6541
YOUR FILE: D 315 - 2 - 8

Gentlemen:

During the meeting held in your District Engineer's office on January 7, 1966 concerning the laying of track on the five railroad relocations on the above-captioned project, the State promised to furnish the Railroad a detailed construction schedule giving completion dates of various portions of the State's contracts.

We have reviewed our contractor's schedule for completion of various portions of the project and it appears that the work will be completed as follows:

March 1, 1966 - Finish Railroad Relocation "B".

April 1, 1966 - Finish Railroad Relocation "D". Complete excavation at Mitchell Point. Finish highway roadbed from the east end of the project to Viento, Station 780.

May 1, 1966 - Finish highway roadbed from Viento to Warren Creek, Station 685. Finish Railroad Relocation "C", if necessary to accommodate your operations (except for structure). Finish Railroad Relocations "A" and "B", weather permitting (These two locations will require a total time of approximately one month to complete. Due to the nature of the material some drying weather will be required before they can be dressed to final elevation.).

June 1, 1966 - Finish highway roadbed from Warren Creek to Morgan Slide, Station 530.

July 1, 1966 - Finish railroad structure at Wyeth (Contract No. 6731).

August 1, 1966 - Anticipated final completion of Contract No. 6541 (Specified completion date August 31, 1966).

Our contractor has advised that your signal and communication lines could be relocated on the new alignment at any time with no interference to his finishing operations. There will be some interference on Railroad Relocations "C" in the vicinity of the Boat Basin access structure which, as noted above, is scheduled for completion on July 31, 1966. We understand that you could have a small crew available to begin relocation of the signal and communication lines in April. We also recognize that your track gangs are presently occupied with work on the John Day Dam Relocation.

Therefore, after study of all conditions, we suggest your work be handled in the following manner:

1. Move a gang in to begin moving signal and communication lines on Railroad Relocation "E" in April. From there move them onto Relocations "D", "B", "A" and "C" in that order. This should allow the bridge contractor at Relocation "C" to complete his work to the point where overhead wire lines will not be hindrance to him.

2. As soon as your large track gang is completed with their work on the John Day Dam project, move them onto the east end of this project, commence track construction at Mitchell Point, and proceed throughout the entire project from east to west.

We request that your train traffic be routed over the new alignment and that the old tracks be removed on each relocation at the earliest possible date. This will allow us to finish the subgrade, lay the base rock and begin paving at Mitchell Point and follow the railroad work to the west. From the discussions we have had concerning this project, this plan appears to be the most efficient for all parties involved.

We would appreciate any comments you may have and request you furnish us with a schedule of your work similar to the one we have outlined above for our work.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:fp:bjm

cc: F. B. Klaboe
L. H. Young
I. D. Merchant
L. W. Rulien
G. A. Starkey

RECEIVED
FEB 10 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—1-66 SP*6418-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202

January 25, 1966

SUBJECT: Cascade Locks-Mitchell Pt. Sect.
Columbia River Highway
Contract No. 6541

To: Mr. F. D. Morgan
Construction Engineer
Salem

At a recent meeting with the Union Pacific Railroad Company officials at which Mr. Klaboe, Mr. Barbee, Mr. Litchfield, Mr. Rulien and myself were present representing the Highway Department, the possibility of advancing the railroad schedule of moving their facilities to the new fills constructed under the subject contract was discussed.

We have reviewed our contractor's schedule for completion of various portions of the project, and it appears that various phases of the work will be completed as follows:

March 1, 1966	Finish railroad relocation "E".
April 1, 1966	Finish railroad relocation "D".
	Complete excavation at Mitchell Point.
	Finish highway roadbed to Viento, Station 780.
May 1, 1966	Finish highway roadbed to Warren Creek, Station 685.
	Finish railroad relocation "C" as required (except for structure).
	Finish railroad relocations "A" and "B" weather permitting. (These two locations will require approximately one months' time total and, due to the nature of the material, some drying weather will be required before they can be dressed to final elevation).

June 1, 1966	Finish highway roadbed to Morgan Slide, Station 530.
July 31, 1966	Finish railroad structure at Wyeth (Contract 6731).
August 1, 1966	Anticipated final completion Contract 6541. (Specified completion date August 31, 1966).

In regard to the relocation of the railroad facilities, our contractor has advised that the signal and communications lines could be relocated on the new alignment at any time with no interference to his finishing operations. There would be some interference on railroad relocation "C" in the vicinity of the boat basin access structure which, as noted above, is scheduled for completion July 31, 1966.

If the contractor is able to adhere to his schedule as outlined above, there would be some three miles of roadway available to our surfacing and paving contractor by April 1st of this year, and by May 1st the roadway would be finished to the vicinity of Warren Creek. There would be sufficient roadway available to a surfacing contractor to warrant early letting of this second contract. Within this area approximately half the total length is involved in relocation of the railroad facilities and it would, therefore, be necessary to have the railroad move before grading and surfacing could be started in these areas.

During the meeting with the Union Pacific Railroad Company representatives, they advised that their relocation crews from the John Day Dam relocation would be completed in that area sometime in August, and that their schedule had been to move these crews to this project as soon as they were available. If their work should be scheduled at an earlier date on this project, it would be necessary to form new and smaller crews from other areas at some additional expense to the railroad which we would, no doubt, have to bear. Their tentative schedule for completing the railroad relocations on this project anticipated a total time of approximately four months from start to finish.

Subsequent to the above mentioned meeting, I have discussed this work further with Mr. Glenn Tabor of the Union Pacific Railroad Company in regard to their method of operation if smaller crews were organized and brought in at an earlier date. He advised that if this were done, they would no doubt proceed with the track laying operations throughout all five relocation areas prior to placing ballast on any areas so as not to tie up track laying equipment or ballast placing equipment while only one or the other operation was being done. This, then, would prolong the entire relocation operation, and I would expect that it would take nearly twice as long. If the John Day Dam crews are brought in, the work would progress with the ballast placing operation following immediately behind

the track laying which would, I believe, complete the first unit at an earlier date than if the smaller crews were brought in ahead of schedule. It does not appear that there would be any particular advantage to us to promote the advancement of the railroad schedule ahead of their August beginning date.

In order for us to benefit from an advanced schedule, it is necessary that each unit be completed in its entirety at the earliest possible date, and the present tracks removed so that we can have access to the railroad roadbed. We recommend that instead of requesting the railroad to bring in additional crews for this work that, instead, they be urged to proceed with this relocation work at the earliest possible date after completion of the John Day Dam relocation, and that the work be scheduled so that each unit be completed in its entirety with the existing track removed so that we can proceed.

It would appear from the information that we have been able to gather that the June 9th let'ing for the second contract is realistic, and we could expect that the surfacing contractor could place a considerable amount of crushed base material prior to inclement weather next winter. On the easterly end of the project there are some 65,000 cubic yards of excavation to be performed under the second contract between Mitchell Point and the Morgan Slide (excluding the Morgan Slide) in the vicinities of the railroad relocations. These earthwork operations could be conducted simultaneously with the placing of base rock on other portions on the easterly end of the project. It does not appear from the schedule above and the anticipated completion dates for railroad work that any appreciable paving could be accomplished during the coming season, and we, therefore, do not recommend that a dual completion date for any paving be set since it would necessarily require paving in the late fall which is almost always undesirable. It does appear, however, that a completion date for the entire project could be established for the fall of 1967 with reasonable expectation that it could be met.

L. W. Rulien
Division Engineer

by

C. T. Keasey
Assistant Division Engineer

CTK:fb
cc F. B. Klaboe

RECEIVED
JAN 25 1966
FOR FILING

I-80N-2(9)43

6541

January 24, 1966

Oregon State Highway Commission

Gentlemen:

A supplement to the existing agreement between the Oregon State Highway Commission and the Union Pacific Railroad Company dated June 10, 1963, providing for the construction of the Cascade Locks-Mitchell Point Section of the Columbia River Highway, Hood River County, will be presented as an MHA Item for your consideration at the January 25 meeting.

This agreement provides for the adjustment required by this highway construction of water pipes owned by the Union Pacific Railroad at Wyeth, the construction of a haul road grade crossing, and the installation of a culvert beneath the railroad to handle drainage water from the highway. The work required in this agreement is estimated to cost approximately $12,400, but this is not expected to cause an overrun of the original authorization for this project. All work connected with the haul grade crossing is to be charged to the contractor.

Your approval of this supplemental agreement is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Quay
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
T. W. Litchfield
L. W. Rulien

TWL:bjm bg

RECEIVED
FEB 2 - 1966
FOR FILING
I-80N-2(9)43
6541

APPROVED
Contingent upon modification of project agreement to federal funds
SEP 23 1965
Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Cascade Locks-Mitchell Point — Date January 18, 1966

Highway Columbia River — Contract No. 6541

County Hood River — Prefix 614-1049

Contractor Morrison-Knudsen Co. Inc. — F. A. Project No. I-80N-2(9)43

Address P.O. Box 298, Cascade Locks, Oregon — Order No. 1 Supplemental #2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

State's share of flagging.

Location by station numbers:

Throughout project. Station 210 to 936

Estimate of quantities and cost:

Previously authorized	$65,000.00
Total additional	25,000.00
	$90,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Additional funds will be required due to heavy traffic.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25	Space to right of this line is for use of Salem Office
Present estimate of project cost, including $25,000 for work under this order	$7,793,750.25	
Expected under-run / over-run amount	$	
Expected under-run / over-run per cent		

Submitted by: /s/ G. A. Starkey, Resident Engineer

Approval Recommended: /s/ John A. Bond, For Construction Engineer or ~~Project Engineer~~

Approval Recommended: /s/ C. T. Keasey, Division Engineer

Approved /s/ L. H. Young, Office Engineer.

State Printing

RECEIVED
JAN 27 1966

FOR FILING
I-80N-2(9) 43
6541

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS Group 1 - P

APPROVED
Contingent upon the location of project [illegible] and [illegible]
APR 23 1965
[illegible] Div. Engineer
U.S. Bureau of Public Roads

Project Name Cascade Locks - Mitchell Point Date January 13, 1966

Highway Columbia River Contract No. 6541

County Hood River Prefix 614-1049

Contractor Morrison - Knudsen Co., Inc. F. A. Project No. I-80N-2(9)43

Address P. O. Box 298, Cascade Locks, Oregon Order No. 10 Supplemental # 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Compensation for clearing outside limits of normal clearing.

Location by station numbers:

385 to 407 (Fountain Slide)

Estimate of quantities and cost:

Labor	$ 4,600.00		
Equipment	4,600.00		
Material	300.00		
Total additional	$ 9,500.00	(Fountain Slide)	$ 9,500.00
		Previously Auth.	11,600.00
			$21,100.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

14 acres of clearing for special unloading of slide involves work outside the normal construction limits. Anticipated cost is reflected in this supplemental order. It is desirable to begin work as soon as right of way is available, approximately 1/19/66.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $ 9,500.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	$
Expected under-run / over-run per cent	

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or [illegible]

Approval Recommended: /s/ C. T. Keasey — Division Engineer

Approved /s/ L. H. Young — Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Typing 1-27-66

RECEIVED
JAN 11 1966
FOR FILING
I-80N-2(9)43
65-11

January 10, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of Supplemental O.W.R.R. & N. Co. and U.P.R.R. Co. Agreement, File Nos. 31248 and 24567, Cascade Locks-Mitchell Point Section, Project No. I-80N-2(9)43.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:bb

FORM E-80 80M 2-65 SP 6470-724

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1966

To: MEMO TO THE FILES

SUBJECT: Railroad Work
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Contract No. 6541
UPRR File: D 315 - 2 - 8

A meeting was held in the District Engineer's office of the Union Pacific Railroad Company in the Pittock Block in Portland on January 7, 1966, at which various matters dealing with the laying of track on the five Railroad Relocations on Cascade Locks-Mitchell Point Section were discussed. Representing the Union Pacific Railroad Company at this meeting were the following people:

R. E. Haacke	District Engineer
H. B. Durant	Division Engineer
A. V. Didier	Assistant Division Engineer
G. M. Tabor	Assistant Engineer
R. L. Kincaid	Assistant Chief Clerk, General Mgr.'s Office
Dale Glanman	Land and Tax Agent
Louie T. Monaco	Assistant Land and Tax Agent

The State was represented by the following people:

F. B. Klaboe	Assistant State Highway Engineer
D. J. Barbee	Assistant Construction Engineer
L. W. Rulien	Division Engineer
C. T. Keasey	Assistant Division Engineer
T. W. Litchfield	Utilities Liaison Engineer
G. A. Starkey	Resident Engineer
Jack Hesla	Field Utilities Liaison Engineer

Representing Morrison-Knudsen Co., Inc. was Mr. W. W. Hudson, Project Manager.

This meeting was requested as a result of Mr. Klaboe's letter to the railroad dated November 3, 1965 and the railroad's reply dated December 21, 1965 relative to accelerating the laying of track on this project. Mr. Haacke opened

the meeting by stating that the railroad would be glad to cooperate with the State in helping us complete our project in an efficient manner, but requested further information as to exactly what we wanted and how we wanted to accomplish this work. Mr. Starkey indicated that the railroad embankments would be completed by February 1, 1966, and that the laying of track could commence at any time after that date. The railroad pointed out that their forces were occupied with other work, but that they could have a small crew in for some work in April and May; however, their big track gang would not be available until the end of July. They asked us for a detailed schedule showing dates on which the fills would be ready for track and the dates we wanted train traffic on the new alignment. Mr. Starkey was requested to prepare such a schedule.

The railroad pointed out that if they were to proceed to lay track immediately the State would be expected to pay for any additional cost incurred by the railroad, such as the track adjustment required resulting from settlement of the fills and for any train delay which may be caused by a major track settlement. The railroad prefers to observe a new fill as it sits throughout the winter, and then after the spring runoff has occurred, bring the embankment up to grade before laying track and placing trains over the new alignment. As soon as they have placed traffic on the new roadbed, they have given up what has been a satisfactory roadbed and must take their chances with the new one. Mr. Starkey indicated that he is running levels over the new embankments periodically to record the amount of settlement. From what he stated one would not expect much greater than a total of 6-inch settlement in any of the embankments.

We pointed out that if Railroad Relocations "D" and "E" were completed first this would allow the State to complete the highway from Starvation Creek to Mitchell Point, a distance of approximately three and one-half miles, during the construction season of 1966. Mr. Hudson indicated Relocation "B" should be finished third, Relocation "A" fourth, and Relocation "C" fifth. This will allow Morrison-Knudsen to finish the grading contract in an efficient manner. The paving contractor may then proceed with his work in a manner which will not conflict with either the work of Morrison-Knudsen or the railroad. It might also be desirable to perform the grading work included in the "no work" areas on this contract to allow the paving contract to proceed more efficiently.

The State promised to have a detailed construction schedule to the railroad in the near future, and the railroad promised they would have a small work gang in to begin moving signal and communication lines in April on Relocations "D" and "E". Mr. Haacke stated that he expected to move a large track gang on the job late in July and anticipated all railroad track work would be completed by November 30, 1966. Our paving contract is to be let on June 9, 1966. From the way this schedule is working out, it appears that the 8-month settlement period required in the agreement will lapse before track laying commences. Therefore, there should be no reason for the railroad to assess extra charges to the State.

They also brought up a problem concerning the acquisition of right of way and the exchange of lands. The construction of the Ranger Station Section, Relocation "A", of the five railroad relocations requires the acquisition from the U. S. Government of a strip of land 150 feet wide lying in Lot 3 and the NE 1/4 of the SE 1/4 of Section 5, T 2 N., R 8 E., W.M. Originally this land was under the jurisdiction of the United States Department of the Interior, Bureau of Land Management. More recently, this has been transferred to the U. S. Forest Service which is under the jurisdiction of the U. S. Department of Agriculture. Section 2(a) of the agreement between the railroad and the State dated June 10, 1963, states as follows:

> "The Railroads shall progress their pending application to the United States Department of the Interior, Bureau of Land Management, for a right of way for railroad purposes upon, over and across lands of the United States in the location described in Exhibit 'D' hereto under caption 'Parcel No. 12'. Said application has been made pursuant to the provisions of the Railroad Right of Way Act of March 3, 1875 (43 USCA, Articles 934 - 939) and regulations promulgated thereunder, but if said statute is not applicable, the Railroads shall progress application for said right of way under such other federal statutes and regulations as may be applicable. The State, at its own expense, will aid, assist and cooperate with the Railroads in obtaining said right of way, and will assume and pay all expense paid by the Railroads because of or by reason of any terms, provisions, conditions and stipulations required or imposed by the United States as a condition or as a result of the granting of said right of way."

The Forest Service has attempted to impose some unreasonable restrictions on the railroad which are discussed in Mr. Haacke's letter to Mr. G. H. Baker dated October 15, 1965, and are included in the U. S. Forest Service Railroad Stipulation, both of which are attached. The railroad is asking the State to assist them in negotiating with the U. S. Forest Service to remove these unreasonable restrictions so that their right of way acquisition with the Forest Service may be concluded. We made no commitment concerning this, but took copies of the letter and U. S. Forest Service document to present to our Legal Section for review and advice. The wording of this paragraph from Section 2 of the railroad agreement appears to obligate the State to assist the railroad in this negotiation with the Forest Service.

The railroad also brought up another subject, which is not connected with the subject project, but concerns the establishment of access points from Interstate 80N to the railroad between Troutdale and The Dalles. On March 18, 1964, the railroad submitted to the State a request for locked gate access points between Troutdale and The Dalles at 17 locations. These locations were reviewed by the State and the Bureau of Public Roads, and in our letter of July 20, 1965 we granted them accesses at 6 of these 17 locations. The railroad indicated at this meeting that they were not satisfied with this decision and wished further consideration. We pointed out they had not replied to our letter of July 20, 1965, and, therefore, had taken no further action on this subject. The railroad proposed that additional access points might be granted for emergency use only with gates to be locked and the State to retain possession of the keys to the locks. I mentioned that I had discussed this informally with Mr. Willis Grafe of the Bureau of Public Roads, and he indicated that the Bureau may be receptive to such proposal. I requested the railroad to put their proposal in writing and we would transmit it on to the Bureau for their consideration.

SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm
Attachments

cc: F. B. Klaboe (w/attachs.)
G. E. Rohde "
L. H. Young "
L. W. Rulien "
G. A. Starkey "

RECEIVED
JAN 12 1966
OFFICE OF
STATE HIGHWAY ENGINEER

UNION PACIFIC RAILROAD COMPANY
LAND DIVISION

O. W. RYAN
MANAGER OF PROPERTIES

H. C. HARVEY
GENERAL TAX AGENT

L. A. FISHER
GENERAL INDUSTRIAL AGENT

PITTOCK BLOCK
PORTLAND, OREGON 97205

January 10, 1966

300-15

Mr. F. B. Klaboe
Asst. State Highway Engineer
State of Oregon Highway Department
State Highway Building
Salem, Oregon 97310

Dear Mr. Klaboe:

Reference is made to meeting held in Portland January 7 in which Mr. Haacke and Mr. Glanzman discussed with you and your representatives property matters in connection with the five line changes.

At that meeting you were handed a copy of the U. S. Department of Agriculture, Forest Service "railroad stipulation" which the Bureau of Land Management is asking our company to accept. This is brought about by our company filing map for necessary right of way (Oregon 011875 assigned by the Bureau). A copy of that filing map is attached in accordance with our conversation, and this is on the scale of 1" = 1,000 feet. At the meeting you were furnished a photo copy of Mr. Haacke's comments as to various articles of the "railroad stipulation" dated October 15, 1965 addressed to Mr. Baker, our General Manager.

If you will kindly refer to the agreement of June 10, 1963 between the Railroads and the State of Oregon and particularly to Exhibit A, last revised January 3, 1962, you will note the filing map area is more clearly shown in green color.

If you agree with the Railroad's position as discussed in the meeting, we would propose a meeting with you, or a representative you might select, Mr. Haacke and Mr. Glanzman at the Bureau of Land Management office in Portland at a mutually convenient time. At that meeting we would present a letter containing the same references as outlined in Mr. Haacke's October 15 letter and ask that those provisions

detrimental to both the Railroad and the State Highway Department be eliminated. If you also concur, we would state in the letter this represents the combined thinking of the Railroads and the State of Oregon Highway Department.

May we hear from you further, and if you have a suggested meeting date, please advise at your earliest convenience?

Very truly yours,

O. W. Ryan

cc: Mr. R. E. Haacke - Union Pacific, Portland

RECEIVED
JAN 11 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 11 1966
OREGON
STATE HIGHWAY COMMISSION

Portland - October 13, 1965

U. P. R. R. Co.
LAND DIVISION

OCT 18 1965

PORTLAND, OREGON

Mr. G. H. Baker - Portland

(CC - Mr. R. B. Kester - Portland
Mr. O. W. Ryan - Portland)

Referring to Mr. Ryan's letter of October 8 regarding Union Pacific filing map, Oregon 011875, in connection with the five line changes requested by the State of Oregon, with particular reference to the "Railroad Stipulation" form furnished by the Bureau of Land Management for execution by the Railroad Company:

It is my considered recommendation that the Railroad Company should not approve nor agree to the conditions enumerated in the "Railroad Stipulation". Many of these are conditions which we simply cannot accept. For example:

Article 3. (2) (b) "upon request and unless prevented by circumstances over which the applicant has no control, to place its employees . . . section gangs, patrolmen, work train crews, and similar forces within 100 miles of any such fire ...." We can hardly afford to disrupt all railroad maintenance within a 100-mile radius merely "upon request".

Article 3. (3) " . . . whenever any fire shall originate within 200 feet of the centerline of such right-of-way, within the exterior boundaries of said national forest or so near thereto that it could spread to said forest, it shall be conclusively presumed that such fire resulted from said use or occupation, unless the applicant shall show affirmatively that the fire was caused by other than itself, its employees . . . ." The Interstate Highway will be within 200 feet of the railroad right of way. The Railroad surely should not be obligated to bear the expense for any fire started from the highway unless we could prove "affirmatively" that the fire came from some other cause.

Article 4. "To allow the Forest Service, without charge . . . to string its telephone wires upon the poles erected by the applicant along said right-of-way . . . ." The construction and maintenance of Signal Department and communication pole line cannot permit any indiscriminate wire stringing on existing facilities.

Article 7. "To permit forest officers to operate speeders upon the applicant's track during the dry season ...." This would constitute an extremely serious potential accident hazard and would be contrary to agreements with labor organizations.

Article 9. " . . . to build and maintain suitable crossings, as required by said officer, for all roads and trails which intersect the right-of-way, or for the passage of livestock . . . ."

Article 11. "To permit the occupancy and use by the United States, its grantees, permittees, or lessees, without charge and without the consent of the railroad, or any part of such right-of-way . . . ."

As a practical matter, the railroad track is generally being moved out into the Bonneville pool, so that any possible hazard or damage to forest lands is being decreased rather than increased by the proposed relocation.

R. E. Haacke

(Note: Emphasis added)

LOT 1

LOT 2

HWY. EQUATION

M.P. 46.1

PRIVATE CROSSING to be Relocated R.R. Sta 349+80 ± Future Access Rd to R.C. from Hwy. Interchange

32

33

5

4

HW4. 30C. SP. S=1°07'30" a=0.25

"L" 295+43.47 P.O.T. AH

"L" 295+51.89 P.T. BK.

"L" 292+51.89 P.C.S.

2200' Ordinary High water

SECTION HW4. 0°45' C.L. Δ=11°28'19.5" L=1529.61'

R.R. C.L. 1°24' 30" 33" 53" TΔ: 49.96 62.96 TW: 2062.96 98.54 TE: 2098.54 04 1/2" Δ: 41°14'04 1/2" 90" L: 2927.90 70 MPH.

R.R. 344+51.20 P.O.T. AHD.

R.R. 344+32.02 P.T. BK.

R.R. 341+32.02 P.C.S.

R.R. 338+58.44 P.S.C.

R.R. 337+98.44 P.C.S.

R.R. 1°11'30" C.L. Δ 3°15'39" L=273.58

R.R. 60 SP. 5Δ 0°41'15" 70 MPH

HW4. 2°30' C.L. Δ=9°22'08" L=374.76

HW4. 175 SP. S=2°50'37 1/2" a=1.0

Lot 3

"L" 277+22.26 P.S.C.

"L" 275+49.26 P.C.S.

"L" 271+72.52 P.S.C.

"L" 266+72.52 P.S. AHD.

"L" 266+78.00 P.O.T. BK.

Parcel G - 2

Parcel #1

Columbia River Highway

RANGER STATION

R.R. 355+20.09

Parcel "B"

Parcel #1

Parcel A

R.R. 353+80

R.R. 352+91.12 P.S.

R.R. 349+00

Parcel #1

Walter W. Kendrick

Lot 4

R.R. 338+09

Irrigation Pipe

Main Line

Parcel #1

LOT 2

HWY. EQUATION

M.P. 46.1
PRIVATE CROSSING
to be Relocated
R.R. Sta. 349+80 ±
Future Access Rd.
to R.C. Hwy. Interchange

32 33 5 4

HWY.
30C SP. 30
S=1°07
a=0.25

"L" 295+43.47 P.O.T. AH
"L" 295+51.89 P.T. BK.

"L" 292+51.89 P.C.S.

2200' Ordinary High water

R.R. 344+51.20 P.O.T. AHD.
R.R. 344+32.02 P.T. BK.

R.R. 341+32.02 P.C.S.

R.R. 338+58.44 P.S.C.

R.R. 337+98.44 P.C.S.

R.R. 335+04.2 P.C.S.

R.R. 331+68.2 P.C.S.

"L" 277+22.26 P.S.C.

"L" 275+47.26 P.C.S.

"L" 271+72.52 P.S.C.

"L" 266+72.52 P.C.S. AHD.
"L" 266+78.00 P.O.T. Ahead

R.R. 315+

Parcel #1

Parcel #2

Parcel #6

Parcel #1

Columbia River Highway

Columbia River Highway

RANGER STATION

R.R. 315+00 Ahead

SECTION
HWY.
0°45' C.L.
Δ = 11°28'19.5"
L = 1529.61

R.R. C.L.
1°24' 30°33'53"
TΔ = 49°33'96
TW = 2062.96
TE = 2098.54
Δ = 41°14'04½"
L = 2927.90'
70 MPH.

HWY.
2°30' C.L.
Δ = 9°22'08"
L = 374.76

HWY. SP.
175 SP.
S = 2°50'37½"
a = 1.0

R.R.
63 SP.
SΔ = 3°0'L = 5'
70 MPH

R.R.
330 SP.
SΔ = 4°25'
70 MPH

R.R. 315+00 Ahead

R.R. 315+

R.R. 344+65 P.C.C.

R.R. 341+ P.C.C.

337+98.2 P.C.C.

335+04.2 P.C.C.

331+68.2 P.C.C.

Lot 3

Lot 4

R.R. 338+02

R.R. 349+00

R.R. 352+91.12 P.S.

R.R. 353+80

R.R. 355+20.09

Parcel A

Parcel #1

Walter W. Kendrick

Iron Pipe

Sherman County Rd

Exhibit "A"

COLUMBIA

LOT 2

EQUATION

P.O.T. 344+51.40 =
P.T. 344+31.93

P.C.S. 341+31.93

P.S.C. 338+58.35

P.C.S. 337+98.35

10-30'
SΔ=1°
D=1°11'
Δ=3°15'
2-30' Ch.
SΔ=0°44'

GOV'T. MEANDER LINE

LOT 1

TΔ=49°34'05"
T.W.=2063.02'
T.E.=2098.74'

NORMAL POOL LEVEL
BONNEVILLE RESERVOIR

LOT 2

P.S.C. 308+70.38
12-30' Ch. S8°
SΔ=2°32'06"
P.S. 305+10.38

D=12°
Δ=41°14'
0.45'

U.S.A.

BEGIN LINE CHANGE 250+31.7

5

T. 2 N. R. 8 E.

45

292.52

S.46°34'03"W.
5639.49

N.71°43'33"E.

LOCATION APPROVED AP

U.S.A

HERMAN CREEK

TO PORTLAND

RIVER

A

END LINE CHANGE 366+90 TO HUNTINGTON

LOT 3

LOT 2

LOT 4

LOT 1

LOT 2

N. 42° 37' 45" E.

N. 22° 35' 37" E. 1538.96

362+58.0 P.O.T. = EQUATION 361+50.09 P.T.

32 33

5 4

SEC. 33 - T. 3N. R. 8E. W.M.
SEC. 4 - T. 2N. R. 8E. W.M.

TION

P.O.T. 344+51.40 = P.T. 344+31.93

P.C.S. 341+31.93

P.S.C. 338+58.35

P.C.S. 337+98.35

345+51.47

10-30' Ch. Sp.
SΔ = 1° 47' 27"
D = 1° 11' 30"
Δ = 3° 15' 36.5"
2-30' Ch. Sp.
SΔ = 0° 44' 31"
D = 1° 24' 30"
Δ = 4° 14' 04.5"

355+20.09 P.C.S.

352+91.10 P.S.C.

348+61.10 P.S.

N. 22° 09' 26" E.

D = 2° 23'
21-30' Ch. Sp.
SΔ = 7° 30' 27"
TΔ = 20° 26' 20"
T = 750.29

U.S.A.

U.S.A.

RIGHT OF WAY LOCATION APPROVED APRIL 6, 1983

4

T. 2 N. R. 8 E.

OREGON

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

RAILROAD STIPULATION

Uses _____

_____ (Railroad)
(Name of applicant)

WHEREAS, The railroad right-of-way applied for the _____ _____Company (hereinafter called the applicant) is located within the _____ National Forest, as shown by a certain tracing executed by _____, on _____, 19__, and filed in the United States land office at _____, State of _____, on _____, 19___; and

WHEREAS, The regulations of the United States Department of the Interior concerning rights-of-way for railroads (43 U. S. C., Part 243) provide that whenever such a right-of-way is located within a national forest, the applicant must enter into such stipulation and execute such bond as the Forest Service may require for the protection of the national forest; and

WHEREAS, The Forest Service requires for the protection of said national forest that the applicant shall enter into the stipulation hereinafter set forth;

NOW, THEREFORE, In consideration of the approval of the right-of-way applied for, the applicant does hereby stipulate and agree, and does bind itself, its successors, and assigns, as follows:

Article 1. The applicant, in exercising the privileges appurtenant to said right-of-way across land of the United States within said national forest, shall comply with the regulations of the Department of Agriculture and with all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to such right-of-way or to operations thereon and shall maintain such right-of-way and all improvements thereon in conformity with standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

Article 2. The applicant shall pay the United States for any damages resulting from the use and occupation of its right-of-way within the exterior boundaries of the said national forest.

Article 3. During the time such right-of-way remains in force, the applicant shall both independently and in cooperation with the Forest Service do everything that is reasonable and practicable to prevent, control, and suppress forest fires on such right-of-way within the exterior boundaries of said national forest and in the immediate vicinity thereof, and shall include in the terms of employment of its employees, and in contracts for the use, maintenance, or improvement of said right-of-way, provisions requiring such employees and such contractors and their employees, respectively, to do likewise. The requirements imposed upon the applicant under this article shall include but not be limited to the following:

(1) To clear and keep clear of all dry grass, weeds, and brush, all standing or down dead trees and snags, and such other inflammable material as may be designated in writing by the forest officer in charge, on all of the right-of-way within the exterior boundaries of the said national forest, and for a distance of 200 feet on either side of the centerline of the said right-of-way across lands of the United States within said boundaries: Provided, No debris burning or burning of any kind shall be done or permitted by the applicant or its employees or by its contractors or their employees within said boundaries or so near thereto that fire could spread to such national forest, without obtaining advance approval in writing from the forest officer in charge, prescribing the conditions under which burning will be permitted.

(2) (a) Take immediate independent or cooperative action to control and extinguish any fire, regardless of cause, on or in the immediate vicinity of said right-of-way within the exterior boundaries of said national forest, or so near thereto that such fire could spread to said national forest; and (b), upon request and unless prevented by circumstances over which the applicant has no control, to place its employees, its contractors and their employees, and its equipment and that of its contractors at the disposal of any forest officer for the purpose of fighting forest fires: Provided, The provisions of this clause shall apply to section gangs, patrolmen, work train crews, and similar forces within 100 miles of any such fire, and shall not apply to train crews, dispatchers, and those essential to movement of trains, or to men or equipment more than 100 miles from such fire.

(3) The applicant shall bear the costs, including reimbursement to the Forest Service for all direct costs incurred by the Forest Service in controlling and extinguishing (a) any fire on or threatening, in the judgment of the Forest Service, land of the United States within the exterior boundaries of said national forest or lands under the administration or protection of the Forest Service which is caused with or without negligence by the applicant, its employees, or its contractors or their employees; (b) any fire on or within the immediate vicinity of said right-of-way within the said national

forest or so near thereto that it could spread to said forest, the origin or spread of which the applicant, its employees, or its contractors or their employees reasonably could have prevented; (c) any fire caused by reason of the use or occupation by the applicant, its employees, or its contractors or their employees of its right-of-way within or near the exterior boundaries of said national forest; and whenever any fire shall originate within 200 feet of the centerline of such right-of-way, within the exterior boundaries of said national forest or so near thereto that it could spread to said forest, it shall be conclusively presumed that such fire resulted from said use or occupation, unless the applicant shall show affirmatively that the fire was caused by other than itself, its employees, or its contractors or their employees. The computation of damages caused by fires shall include but not be limited to injury to Government improvements and chattels; injury to timber; injury to land, including but not limited to damage to brush, young growth, and other vegetation; suppression costs, including but not limited to expenses and wages of all persons engaged in suppression work, equipment, and supplies. Official records of the forest supervisor's office, certified to by the forest supervisor, will be accepted as evidence.

All direct costs incurred by the Forest Service will be paid by the applicant either by advance deposits into the cooperative work fund or by reimbursement where emergency conditions make such advance deposits impractical.

Compliance with this article shall not relieve the applicant from any other liability.

(4) When employees of the applicant or its contractors are placed at the disposal of the Forest Service as stipulated in clause (2) (b) above, they shall become employees of the Forest Service and shall be paid for fire-fighting services at current rates of pay established by the Forest Service for the said national forest for services of similar character unless other rates have been approved by the Forest Service in a prior written agreement; and equipment furnished by the applicant or its contractors shall be paid for by the Forest Service at stipulated rates previously agreed to by both parties: Provided, The applicant or its contractors are not responsible for the suppression costs as stated above.

(5) The applicant shall comply, in a manner satisfactory to the forest officer in charge, with all applicable fire rules and with all fire instructions of such officer and shall require similar compliance by its employees and its contractors and their employees on or in the vicinity of said right-of-way within said national forest.

Article 4. To allow the Forest Service, without charge, to install and maintain telephone instruments in the railroad stations in said national forest, and to string its telephone wires upon the poles

erected by the applicant along said right-of-way, for use only in the official business of the Forest Service; and to require train crews to notify station agents by the quickest practicable method of fires and of their direction and distance from the stations, and to require the station agents to notify the forest officers by the quickest available means of such fires.

Article 5. To adopt and put into effect such code or system of locomotive signals, for the purpose of notifying station agents of forest fires, as may be prescribed by the Forest Service in co-operation with the officials of railroad companies of the United States operating railroads in national forests.

Article 6. To hire, maintain, and equip under the supervision of the forest officer in charge an adequate fire patrol on the right-of-way across the said national forest during the fire season of each year, the duration of the said fire season and the adequacy of said patrol to be determined by said officer in accordance with the climatic conditions of each respective fire season. Standard, effective equipment to prevent the escape of fire from ash pans, fire boxes, or other parts of motive power used in the operation of the said railroad shall be satisfactory to the forest officer in charge. The fire patrol herein provided for is entirely separate and apart from the regular fire patrol maintained by the United States Forest Service and is intended to cover the extra fire hazard due to the presence of the applicant's railroad if and when the same shall be constructed.

Article 7. To permit forest officers to operate speeders upon the applicant's track during the dry season for the purpose only of patrolling the national-forest land adjacent to the railroad right-of-way; and to permit forest officers on official business from the 1st day of June to the 31st day of October, inclusive, in each year, to ride on such engines and freight trains as may be available: Provided, That the applicant may require any forest officer before exercising the privilege granted in this section to execute a release from any liability for personal injuries in such form as shall be satisfactory to the applicant; and Provided further, That such permission will be granted only upon such track and upon such trains as the applicant may decide are safe and practicable for the purpose.

Article 8. To replace any Government telephone lines destroyed or damaged by construction work upon said right-of-way within said national forest.

Article 9. To build new roads and trails as required by the forest officer in charge to replace any forest roads or trails destroyed by construction work upon said right-of-way, and to build and maintain suitable crossings, as required by said officer, for all roads and trails which intersect the right-of-way, or for the passage of livestock, such crossings to be protected by suitable cattleguards,

and to repair fully all damage, other than ordinary wear and tear, to other roads and trails in said national forest caused by the applicant in the exercise of the privileges appurtenant to said right-of-way across said national forest.

Article 10. To erect and maintain a good and sufficient fence on either or both sides of such right-of-way, wherever the applicant's railroad passes through or along any range owned or administered by the Forest Service and allotted for the grazing of livestock in said national forest, which in the judgment of the Forest Service requires the maintenance of a fence for the protection of such livestock from passing trains.

Article 11. To permit the occupancy and use by the United States, its grantees, permittees, or lessees, without charge and without the consent of the railroad, of any part of such right-of-way across land of the United States within the exterior boundaries of said national forest not actually occupied by the railroad or appurtenant facilities, and to permit free and unrestricted access in, through, and across said right-of-way for officers and employees of the United States in the performance of their official duties and for authorized users of national-forest land and purchasers of national forest products, when not inconsistent with the enjoyment of said right-of-way by the applicant, its successors, and assigns.

Article 12. The applicant shall protect the scenic and esthetic values on or adjacent to its right-of-way across lands of the United States within such national forest as far as possible, consistent with the authorized use, at all times during the construction, operation, and maintenance of the project and project works.

Article 13. The applicant shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of land of the United States within the exterior boundaries of said national forest by the applicant, its employees, or its contractors or their employees: Provided, this shall not be construed to indemnify the United States against its own negligence.

Article 14. To pay the United States, in accordance with the scale or estimate of forest officers, for all timber cut, damaged, killed, or destroyed on national-forest lands, in the exercise of privileges appurtenant to such right-of-way, which, in the opinion of the forest officer in charge, has a value commonly recognized in the locality concerned, at a rate to be fixed by him, which shall correspond to the prevailing rates on the said forest: Provided, That if, in the judgment of the forest officer in charge, any of the timber so cut, damaged, killed, or destroyed does not have a value commonly recognized in the locality, payment will be required for only such portion thereof as is used by the applicant, at a rate to be fixed by the said officer, which shall be equivalent to the

estimated costs of examination and administration; to bank or deck, for disposal by the United States, at places designated by the forest officer in charge, any such timber not used by the applicant.

Article 15. The applicant shall require its employees, and its contractors and their employees to comply with all applicable provisions of this stipulation.

Article 16. In case of change of address, the applicant shall immediately notify the Forest Service.

Article 17. Upon the abandonment, termination, or forfeiture of such right-of-way, and in the absence of an agreement to the contrary, the applicant will remove within 1 year all structures and facilities which it has placed or caused to be placed on lands of the United States within the exterior boundaries of said national forest, and upon failure to remove any such structures and facilities within that period they shall become the property of the United States.

Article 18. The applicant shall make no assignment or transfer of such right-of-way across lands of the United States within the exterior boundaries of said national forest except on condition that the assignees or transferees, jointly and severally, have covenanted in writing to fulfill and perform all duties and obligations of the applicant arising hereunder.

IN WITNESS WHEREOF, said applicant has caused these presents to be executed and its corporate seal to be hereunto affixed at _____ on this _____ day of _____, 19_____.

(Corporate seal)

Attest:

_____

Secretary

_____

By _____

Meeting in Portland - January 7, 1966

D. J. Barbee	Asst Const Engr.	OSHD
T. W. Litchfield	Utilities Liaison Engr	OSHD
F. B. Klaboe	Asst. Hwy Engr.	"
G. A. Starkey	Res. Engr.	"
W. W. Hudson	MK Co	
L. W. Rubien	D. O. Engr.	OSHD
C. T. Keasey	Asst Div Engr	OSHD
Dale Glamman	Land & Tax Agent	Union Pacific
Louie T. Monaco	Asst. Land & Tax Agent	" "
A. V. Didier	Asst Divn Engr	" "
G. M. Tabor	Asst. Engr.	" "
H. B. Dumont	Division Engr.	" "
R E Hoache	District Engr.	" "
R. L. Kincaid	Asst Hyd. & M.O.	✓ ✓
Jack Hesla	Field Util Liai Engr	OSHD

RECEIVED
DEC 30 1965

I-8W-2(9) 43
6541

301

December 29, 1965

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

Re: Railroad Track Construction
Cascade Locks-Mitchell Point
Section, Columbia River High-
way, Hood River County,
Contract No. 6541, Project
No. I-80N-2(9)43
Your File: D 315 - 2 - 8

Attention: Mr. W. C. Johnson
Superintendent

Gentlemen:

This is in reply to your letter of December 21 in which you agree to proceed with your laying of track as outlined in our letter of November 3 and set forth certain conditions you expect the State to accept to accomplish this.

A meeting has been arranged for January 7, 1966, at 10:30 a.m. in your District Engineer's office in the Pittock Block at which these matters will be discussed in detail. The State will have representatives from the Division Office in Milwaukie and the head office in Salem at the meeting. We anticipate that satisfactory arrangements can be made and that both parties will benefit from this proposed change in construction scheduling.

The contract for the boat basin access bridge, our Contract No. 6731, was awarded to Cumming and Weber, Inc. on November 4, 1965. The specified date of completion is July 31, 1966, rather than June 30, 1966, as mentioned in your letter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
T. W. Litchfield
L. W. Rulien
G. A. Starkey
Jack Hosla

TWL:bjm srb

12-22 cc: Cooper
Porter

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

We will follow up on meeting
FHK

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

DECEMBER 21, 1965

File Ref. D 315 - 2 - 8

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. F. B. Klaboe,
Assistant State Highway Engineer

Dear Sir:

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DEC 23 1965
OREGON
Olson
NOTED
F B KLABOE

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Reference is made to your letter of November 3 requesting us to schedule track-laying operations as soon as possible to permit opening the highway for public travel at the earliest practicable date.

Wish to advise that the Railroad is agreeable in principle and desires to cooperate with the State. There are certain problems of maintenance and additional expense, however, which would have to be considered before we can agree to move onto the Railroad line changes prior to the established schedule. We would expect the State to assume any added expense incurred by the Railroad, as a result thereof, such as expense for additional moves of crews to and from the project, additional cost of performing some of the maintenance under traffic and possible cost of train delays. Also, the State would be expected to pay for the extraordinary maintenance incurred due to moving onto the line changes prior to expiration of the settling period allotted in the Railroad-State agreement.

Our track-laying schedule will depend on date the State anticipates completion of the railroad bridge providing boat access at Wyeth, which we understand is to be finished by June 30, 1966 under recently awarded contract. Will you please advise if this date is correct.

Should the State desire to explore further the suggested

acceleration of Railroad-Highway work, we would be very pleased to meet with you to discuss the foregoing matters and future arrangements. It is suggested that a meeting be scheduled in the very near future and if possible during the first week of January, on the 6th or 7th, in Portland. Kindly advise your wishes.

Very truly yours,

W. D. Johnson
HWD

RECEIVED
DEC 22 1965
OFFICE OF
STATE HIGHWAY ENGINEER

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DEC 22 1965
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

I-80N-2(9)43

6541

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

DECEMBER 28, 1965

(File Ref. D 315 - 2 - 8)

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. F. B. Klaboe,
Asst. State Highway Engineer

Dear Sir:

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Referring to my letter of December 21 relative to meeting proposed to discuss possible acceleration of Railroad - Highway work requested in your letter of November 3:

Confirming 'phone conversation December 23, between Mr. Tabor in my office and Mr. Phil Preston in the Highway Department, it will be satisfactory to meet on Friday, January 7, 1966 at 10:30 AM in the Railroad's District Engineer's office in the Pittock Block at Portland.

Yours very truly,

W. G. Johnson
HSD

cc: Mr. T. W. Litchfield,
Utilities Liaison Engineer
Oregon State Highway Department
Salem, Oregon 97310

NOTED
F. B. KLABOE

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OFFICE OF
STATE HIGHWAY ENGINEER

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OREGON
STATE HIGHWAY COMMISSION

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DEC 29 1965

FILE
I-80N-2(9)45
65411

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1965

SUBJECT: Bin Type Retaining Walls
Cascade Locks-Mitchell Point Section

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

In reply to your letter of December 22, 1965, I attach hereto a report submitted by Mr. John Walker, Assistant Construction Engineer.

I believe, as does Mr. Walker, that the additional work of adjusting the top of the wall to a more pleasing and flowing line should eliminate most complaints of this type of construction. Facing with rock would be too expensive and impractical due to insufficient width.

I recommend this area be viewed when the project nears completion and any objectionable features be corrected at that time.

F. D. Morgan
Construction Engineer

FDM:fp
Attach.
cc L. W. Rulien

NOTED
F. B. KLABOE

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DEC 27 1965
OFFICE OF
STATE HIGHWAY ENGINEER

12-28-65
copy REFERRED TO
Morgan
BY ASST. STATE HWY. ENGR.

OK to wait until near end of the project, but please attempt to line up BPR for participation on something if it becomes desirable. FBK

FORM E-30X—90M—1-65 SP°19102-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1965

SUBJECT: Bin Type Retaining Walls
Cascade Locks-Mitchell Pt. Section

To: Mr. F. D. Morgan
Construction Engineer

BUILDING

As originally built the bin type retaining walls on the subject project left considerable to be desired in appearance due to the irregular lines along the top portion. To alleviate this poor appearance an Extra Work Order was consummated and while at this date the work has not been fully completed, there is already a radical change for the better in appearance. The top line of the walls now is following a uniform flowing pattern which conforms to the cut slopes and terrain.

The color of the new metallic wall is in contrast to the natural surroundings and to some people may give an objectionable appearance. To me it adds an appearance of roadway stability and is no more objectionable than our guardrail, our striping or our bridges in line with contrast to the natural surroundings. It is my opinion that the shiny newness on the surface of the walls brings the contrast more to one's attention now than it will later when it has been dulled by weathering. Other previously placed sections easterly on this same highway have dulled and are hardly noticeable.

There is a jutting out appearance at the ends of bin wall installations that to some degree causes a poor appearance.

Several suggestions have been made as to what might be done to help the appearance problem. They include, natural rock facing, painting, screen planting and others as far out as hanging baskets and murals. This problem has been discussed with several people, including Rulien and Keasey of Division I.

My recommendations at this time would be as follows:

1. Screening of the jutting ends of the bin wall installation with trees, bushes or suitable cover so as to blend from ground to the outside of the wall.

2. Allow time for dulling of existing metal surface (1 or 2 years) to see if some of the contrast is not lost.

3. Advise Bureau of Public Roads of the problem and our present intentions and ask for their future cooperation if additional work on appearance is necessary later.

John H. Walker
Assistant State Highway Engineer

JHW:bjm

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DEC 27 1965
FOR FILING

COMMISSIONERS
GLENN F. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-80N-2(9) 43
6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 23, 1965

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: UPRR Power Pole near Station 931
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Contract No. 6541
YOUR FILE: D 315 - 2 - 8

Gentlemen:

A power pole owned by the railroad located on highway right of way 20 feet southerly from Engineer's Station "L" 931+20 is in conflict with the present construction project and must be relocated.

This pole was installed on highway right of way to serve railroad facilities which were relocated at the State's request in conjunction with the construction of the existing Columbia River Highway.

The railroad, therefore, has a prior right and the relocation of this pole is fully reimbursable.

Since this is part of the railroad signal system this work should be considered as additional signal work to that outlined in Item 2 of Exhibit "H" of the Railroad-State Agreement dated June 10, 1968.

We understand this work will cost approximately $350 and the railroad will relocate this pole on railroad right of way on an actual cost basis.

This will confirm our verbal authorization to proceed with the work as of December 15, 1965.

PGP:bjm

cc: F. B. Klaboe
A. W. Parsons (2)
L. H. Young
C. H. Maison
L. W. Rulien
G. A. Starkey
Jack Hesla

Very truly yours,

F. D. Morgan
Construction Engineer

By
Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

NOTED
F. B. KLABOE
DEC 27 1965
OFFICE OF
STATE HIGHWAY ENGINEER

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541
W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

12-27 cc: Cooper
Porter.

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

we will follow up on meeting here

3525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

DECEMBER 21, 1965

File Ref. D 315 - 2 - 8

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. F. B. Klaboe,
Assistant State Highway Engineer

Dear Sir:

NOTED
F. B. KLABOE

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Reference is made to your letter of November 3 requesting us to schedule track-laying operations as soon as possible to permit opening the highway for public travel at the earliest practicable date.

Wish to advise that the Railroad is agreeable in principle and desires to cooperate with the State. There are certain problems of maintenance and additional expense, however, which would have to be considered before we can agree to move onto the Railroad line changes prior to the established schedule. We would expect the State to assume any added expense incurred by the Railroad, as a result thereof, such as expense for additional moves of crews to and from the project, additional cost of performing some of the maintenance under traffic and possible cost of train delays. Also, the State would be expected to pay for the extraordinary maintenance incurred due to moving onto the line changes prior to expiration of the settling period allotted in the Railroad-State agreement.

Our track-laying schedule will depend on date the State anticipates completion of the railroad bridge providing boat access at Wyeth, which we understand is to be finished by June 30, 1966 under recently awarded contract. Will you please advise if this date is correct.

Should the State desire to explore further the suggested

NOTED
FORREST COOPER

#2
Mr. Forrest Cooper

December 21, 1965

acceleration of Railroad-Highway work, we would be very pleased to meet with you to discuss the foregoing matters and future arrangements. It is suggested that a meeting be scheduled in the very near future and if possible during the first week of January, on the 6th or 7th, in Portland. Kindly advise your wishes.

Very truly yours,

W. D. Johnson
HBB

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DEC 22 1965
OFFICE OF
STATE HIGHWAY ENGINEER

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DEC 22 1965
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

I-80N-2(9)43
6541

December 1, 1965

Hon. John F. Kilkenny
United States District Judge
708 U. S. Court House
Portland, Oregon 97205

Dear Judge Kilkenny:

In your letter of November 30, you mentioned damage done to your Cadillac on November 24 by a contractors equipment between Cascade Locks and the end of the freeway west of Hood River.

I have checked with our Construction Division and I am quite sure that the contractor operating in the area you described is the Morrison-Knudsen Company, Inc., whose address is P. O. Box 450, Boise, Idaho, 83701.

We do not have the name of the surety company who carries Morrison-Knudsen's liability insurance. This is a large contracting firm and I am sure that you will find them cooperative.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:gc

United States District Court
District of Oregon
Portland, Oregon 97205

John F. Kilkenny
United States District Judge

November 30, 1965

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

While driving to Pendleton on U.S. 30 about 1:30 P.M., November 24th, between Cascade Locks and the start of the freeway west of Hood River, I was forced to stop my 1965 Cadillac with a number of other automobiles. The stop was required by the traffic director of the construction crew. During the time I was stopped, a huge earth mover moved by in the opposite direction. The earth mover was going west while I was stopped facing east. It was to my right completely off the highway, but obviously too close to move at the speed it was going. In any event, it picked up mud and gravel and slammed a large quantity of this material into and against the right front door on my automobile causing severe damage to the paint. Mud and other particles were thrown over the right part of the windshield, the right windows and the right front and rear fenders, but evidently caused no substantial damage.

I am directing this letter to you in that I feel that someone should be responsible. Since the damage is probably less than $100.00, my insurance is of no benefit.

I would appreciate your advice, including the name of the contractor whose equipment was responsible for this damage.

Very sincerely yours,

John F. Kilkenny

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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

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STATE OF OREGON

APPROVED
Contingent upon [illegible]
project a[illegible]
funds a[illegible]
NOV 29 1965 G1-P

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Cascade Locks-Mitchell Point Date Nov. 22

Highway Columbia River Contract No. 6541

County Hood River Prefix 614-1049

Contractor Morrison-Knudsen Co. Inc. F. A. Project No. I-80N-2(9)43

Address Box 298, Cascade Locks, Oregon Order No. 16

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Salvage and reinstall portions of metal bin wall.

Location by station numbers:

554+90 to 578+40

Estimate of quantities and cost:

Remove and reinstall approx. 1,200 sq.ft.

Material	$ 1,100.00
Labor	4,900.00
Equipment	1,000.00
Total	$ 7,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Contract work on this wall has been almost completed as designed. This revision is desirable to improve the aesthetic appearance of the structure. (letter attached)

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 7,793,750.25
Present estimate of project cost, including $ 7,000.00 for work under this order	$ 7,793,750.25
Expected under-run / over-run amount	$
Expected under-run / over-run per cent	

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. H. Starkey
Resident Engineer

Approval Recommended: /s/ John A. Bond
For Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. W. Rulien
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

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FOR FILING

I-82(9) 43
6541

November 16, 1965

3904

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Cascade Locks-Mitchell
Point Section
Columbia River Highway
Contract No. 6541
FAP No. I-80N-2(9)43

Dear Sir:

Please refer to your memo dated August 30, 1965 (08-35.4-DA) concerning our request for your cooperation in the cost of Price Agreement No. 6 (compensation to the contractor for shoring and cribbing below elevations shown on the Herman Creek structure).

Your memo cites Article 105.31 as the controlling specification and your reason for not approving the amount of the price agreement as part of the project costs. It is our opinion you are not applying the correct specification. Page two of the contract cites our 1954 standard specification as the controlling document, which makes Article 2.1.12 of that specification the control. Article 2.1.12 of the 1954 standard specification does not contain the three foot limitations cited in your memo.

The cost of pumping should have been deducted from this price agreement. Dollar value of the pumping involved was $180 per contractor's letter attached. It appears that the price agreement is in line for approval, less the $180 pumping cost.

Very truly yours,

Attachment

Forrest Cooper
State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

By

Tom Edwards
Assistant State Highway Engineer

CAG:jf/VDW jwa

Morrison-Knudsen Company, Inc.

CONTRACTORS AND ENGINEERS

PRINCIPAL OFFICE
319 BROADWAY, BOISE, IDAHO

29 October, 1965

State of Oregon
State Highway Department
P.O. Box 617
Hood River, Oregon 97031

Re: Cascade Locks-Mitchell Point
Columbia River Highway
Project #554.

Subject: Price Agreement No. 6

Attention: Mr. Glenn A. Starkey

Gentlemen:

Reference is made to price agreement #6 covering compensation for shoring and cribbing below elevations shown on the plans.

The amount of money in the direct pumping portion of the price agreement was $180.00.

Very truly yours,

MORRISON-KNUDSEN COMPANY, INC.

W.W. Hudson
Project Manager

WWH/dm

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HIGHWAY DEPT.
DRIVE DIVISION
NOV 3 1965 PM
AM 7,8,9,10,11,12,1,2,3,4,5,6

A

Form CD-12f (11-63) (Prec. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

Edwards Illinois

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. NE.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 30, 1965

In reply refer to: 08-35.4-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

C#6541

SUBJECT: Oregon Project I-80N-2(9)43
Price Agreement No. 6
Payment for additional shoring & cribbing

Returned herewith, unapproved, are all copies of subject Price Agreement, which we are unable to approve for the following reasons:

1964

Section 105-5.1 states that extra shoring and cribbing cannot be paid unless 3 feet or more below elevation shown. The order provides maximum of 2.9' below elevation shown.

Final sentence of the same section provides that "No extra compensation will be allowed for pumping, it being understood that full compensation for this part of the work is included in the amount bid for 'Structural Excavation Below Elevation Shown.' "

Full understanding of the facts of this matter were not available to the Division Bridge Engineer when tentative approval was given to proceed.

Attach.

Does not apply
Art 2.1.12 105 - Specifications
Page 2 of Contract Specifications
1954 Spec. as modified by
Contract Change Order.

RECEIVED
AUG 31 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Monhart
Edwards
Illinois

pp 84 [illegible] Art 2.1.12
[illegible]

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

10/27 Starting Engr. Costs this not problem

RECEIVED
NOV 18 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Cascade Locks-Mitchell Point **Date** August 6, 19 65

Highway Columbia River **Contract No.** 6541

County Hood River **Prefix** 614-1049

Contractor Morrison-Knudsen Co. Inc. **F. A. Project No.** I-80N-2(9)43

Address Box 298, Cascade Locks, Oregon **Price Agreement No.** 6

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Compensation for shoring & cribbing below elevations shown.

Locations by station numbers:

233+00 to 234+26 Herman Cr. Bridge Widening Lt. Bents 2 & 3

Names of pay items, estimated quantities and agreed prices:

Lowering 6 footings 2.9 ft. Total 17.4 ft.
" 2 footings 1.9 ft. " 3.8 ft.

Total 21.2 ft. at $94.46 = $2,002.55

Specifications, basis of measurement and other provisions:

Full compensation for additional shoring and cribbing resulting from lowering 6 footings 2.9 foot and 2 footings 1.9 ft.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $2,002.55 for work under this order	$7,793,750.25
Expected under-run / over-run (amount)	$ 0
Expected under-run / over-run (per cent)	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ C. T. Keasey — Division Engineer

Approval Recommended: /s/ G. L. Decker — Construction Engineer or Bridge Engineer

Asst.

Signed Morrison Knudsen Co., Inc. — Contractor

/s/ W. W. Hudson

Approved: /s/ L. H. Young — Assistant State Highway Engineer or Office Engineer.

State Printing

RECEIVED
NOV 23 1965
FOR FILING
I-80N-2(9)43
W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2528 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

NOVEMBER 11, 1965

(File Ref. D 315 - 2 - 8)

Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031

Dear Sir:

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Please refer to your letter of November 4 addressed to the attention of our Mr. Tabor relative to drainpipe to be installed under the railroad in vicinity of Railroad MP 46.77 opposite Highway Sta. 330, in connection with the above-captioned project.

While the State was requested to make the installation in my letter of August 9, addressed to the attention of Mr. T. W. Litchfield, it will be necessary to cover the pipe by an agreement and to obtain approval of the Railroad's Management on the installation.

For your information a copy of Railroad Division print dated November 9, 1965 indicating the proposed pipe, is attached and you will note that Sketch furnished with your letter of November 4 has been revised to show that the pipe is to be installed with its flowline at least 5.5 feet below base of rail to permit maintenance of the Railroad's ditchline without interference. Also, the pipe should extend far enough to the north to accommodate construction of the Railroad's future offtrack equipment roadway.

Similar prints are being furnished to the Railroad's Management for their consideration and upon receiving their approval the installation can be authorized on the basis that the State will agree to signing the Railroad's agreement when presented, covering reimbursement to the Railroad for its cost in connection therewith and assumption of maintenance by the State.

#2
Mr. Glenn A. Starkey Nov. 11, 1965

Presume this arrangement will be satisfactory to the State and accordingly if you will furnish a letter indicating the State's acceptance, authorization of the installation will be expedited.

For Mr. Litchfield's information and use, a copy of the Division print and transparency are attached.

Yours very truly,

W. G. Johnson

W. G. Johnson

enc.

cc: Mr. T. W. Litchfield,
Utilities Liaison Engineer
Oregon State Highway Department
Salem, Oregon 97310

FB KLABOE
ID MERCHANT
FD MORGAN
LW RULIEN

RECEIVED
NOV 10 1965
OFFICE OF
STATE HIGHWAY ENGR.

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan
Pease
Mercleck
Trout
Scott
Wills
Litchfield E
Olson

RECEIVED
NOV 15 1965
CONSTRUCTION
DIVISION

D-842

D-842

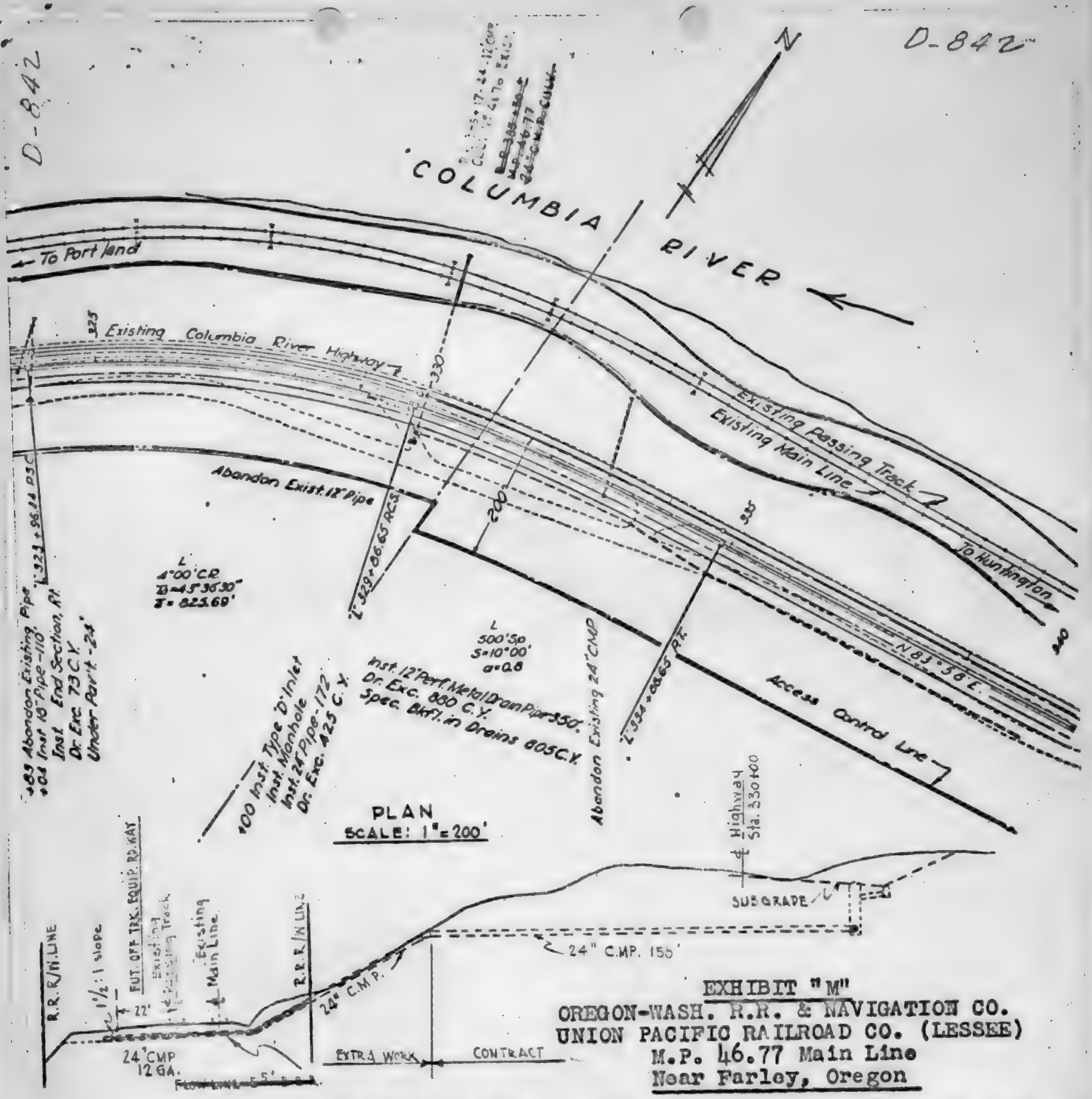


EXHIBIT "M"

OREGON-WASH. R.R. & NAVIGATION CO.
UNION PACIFIC RAILROAD CO. (LESSEE)
M.P. 46.77 Main Line
Near Farley, Oregon

To accompany agreement with State of Oregon covering 24" C.M.P. Drainpipe in connection with Reconstruction of Columbia River Highway between Cascade Locks and Meno, Oregon.

Off. of Div. Engr.
Albina, Oregon

Scale: 1" = 200'
Nov. 9, 1965

- Legend -

Drainpipe shown---------- Orange
Railroad R/W shown------ Outlined Red

RECEIVED
NOV 15 1965
FOR FILING

Form CD-121 (11-62) (Prec. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 5, 1965

In reply refer to: 08-35-DA-1

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Columbia River Highway
Order for State Force No. 7

Subject State Force Order dated October 6, 1965 and Mr. Young's transmittal letter of October 18, 1965, all providing for installation of horizontal drains and exploratory drilling have been reviewed.

Installation of horizontal drains by use of State Forces is approved as being in the public interest under provision of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has special boring equipment and trained personnel to perform the work most economically.

The horizontal drains referred to above are a legitimate charge against construction costs, but the exploratory drilling included in the order is more appropriately considered part of the engineering cost and should be so charged.

Equipment rental rates will be according to a schedule that has been previously approved by this office.

A signed copy of the order is returned herewith.

Attachment

REFERRED TO W/ encl.
By Asst. State Hwy. Engr.
11-15-65

RECEIVED
NOV 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-108—5M

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date OCT 1 1965 By _____
G I Rice, Eng. Coordinator
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 7

Project Name Cascade Locks-Mitchell Point Date October 6, 1965

Highway Columbia River Contract No. 6541 F. A. Project No. I-80N-2(9)43

County Hood River Prefix 614-1049 Account No. 234-07

Description of Work To Be Done:

Exploratory drilling and install horizontal drains.

Location by Station Numbers:

385 to 392 - Exploratory drilling)- Fountain Slide
395 to 397 - Horizontal drains)-

Estimate of Quantities and Costs:

Exploratory drilling - 600 lin.ft.

Labor	$ 4,400.00
Equipment	4,400.00
Material	200.00
Total	$ 9,000.00

Horizontal drains - 1,500 lin.ft.

Labor	$ 1,450.00
Equipment	1,450.00
Material	850.00
Total	$ 3,750.00

Explanation:

Material. Exploratory drilling is being performed to determine extend of unstable vicinity. Horizontal drains are necessary to help stabilize slide occurring in the Johnson and Grafe. Not part of contract work. This has been reviewed with Mssrs. Decker,

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 7,793,750.25
Present estimate of project cost, including $ 12,750.00 for work under this order	$ 7,793,750.25
Expected under-run / over-run (amount)	$ 0
Expected under-run / over-run (per cent)	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey, Division Engineer

Approved: /s/ L. H. Young, Deputy [illegible] State Highway Engineer or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
NOV 4 - 1965
FOR FILING

November 4, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for extra Work No. 9, covering a revision in the adjustment of the railroad water lines at Hyeth on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in Hood River County, Contract No. 6541 in connection with Federal-Aid Project No. I-80N-2(9)43.

This work is necessary to adjust two existing water lines belonging to the railroad. The work of adjusting private water lines was provided for in the project authorization as an anticipated item and approved in the project plans.

This work was tentatively recommended for approval by the BPR Assistant Engineering Co-ordinator October 12, 1965. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:ed

RECEIVED
NOV 5 - 1965
ENGINEERING

Form CD-181
(1-65)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

I-80N-2(9)43

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 3, 1965

In reply refer to: 08-35.2-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Additional Railroad Work

As requested in Mr. Litchfield's October 14, 1965 letter, we hereby approve the additional railroad work necessary in connection with the above project, and authorization to proceed with the work is effective this date.

Due to the minor nature of the right of way purchase it is considered to be nonparticipating. This was agreed verbally with Mr. Litchfield.

REFERRED TO
Asst. State Hwy. Engr.
11-5-65

RECEIVED
NOV 4 1965
OFFICE OF
STATE HIGHWAY ENGR.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 3 - 1965
FOR FILING

I-084-2(9)43
6541

November 3, 1965

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

Attention: Mr. W. G. Johnson

Re: Railroad Grade Construction
Cascade Locks-Mitchell Point
Section, Columbia River Highway, Hood River County
Contract No. 6541
Project No. I-084-2(9)43
Your File: D 315 - 2 - 8

Gentlemen:

We have recently reviewed this project in the field and observed that railroad Relocations "A" and "B" are now complete. Relocation "C" is expected to be completed by November 15, 1965, should favorable weather conditions prevail. Relocation "D" should be completed by November 18, 1965, and Relocation "E" should be completed by December 1, 1965.

Should you wait for the eight months, as stated in the agreement, to expire on each relocation, track laying will not begin until late in June on Relocations "A" and "B", the middle of July on Relocations "C" and "D" and early in August on Relocation "E". This will mean that our grading cannot be finished in an efficient manner and that the progress of the paving contract will be delayed to the extent that the highway will not be opened to traffic until the summer of 1968. It will be much preferred, unless some major settlement occurs dictating otherwise, if you would schedule your track laying operation to begin as soon as possible. Relocations "A" and "B" are now ready for track.

In order to have this section of highway open for traffic at the earliest possible date the finishing of the grading and beginning of paving must commence at Mitchell Point and proceed westerly as fast as the weather will allow. We ask your cooperation by laying track in the same sequence from the east to the west, since it must necessarily precede the completion of the grading work.

Completion of the grading contract is specified to be August 31, 1966, while the opening of bids for the paving contract is scheduled for May 31, 1966. It is anticipated that the finishing of the grading project will have progressed sufficiently to allow the paving contract to proceed without delay.

With your cooperation, by expediting your work so that the sequence of operations as outlined may proceed with dispatch, the State will be able to open portions of this project for traffic in the summer of 1966 and all of it in the early summer of 1967, thus saving the roadusers one year of inconvenience. An early opening of the new railroad grade to traffic should also be of material benefit to you as well.

Your cooperation in achieving an early completion date to this project will be greatly appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klebes
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Victor D. Wolfe
Mr. F. D. Morgan
Mr. T. W. Litchfield
Mr. L. W. Sullivan
Mr. G. A. Starkey
Mr. Jack Heals

TWL:bjm srb

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn DLM
Swan
Peaco
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
OCT 21 1965
CONSTRUCTION
DIVISION

FORM E-30 5M 12-65 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Hood River, Oregon
October 19, 1965

SUBJECT: Railroad Grade Construction
Cascade Locks - Mitchell Pt.
Columbia River Highway
Morrison - Knudsen Co. Inc.
Contract 6541
Prefix 614-1049

To: Mr. F. D. Morgan
Construction Engineer
Salem, Office

Mr. Klaboe visited the project last Friday, and requested a schedule of completion of the grading of the various railroad relocations. The following is a tentative schedule;

Relocation "A" Completion October 25, 1965

Relocation "B" Completion October 25, 1965

Relocation "C" Embankment has been completed except between Stations 533 to 542±. This remaining area is shallow fill which will not be subject to foundation settlement. Source of material for this embankment is from dirty gravel in Wyeth interchange. A break in the weather might enable the contractor to complete this relocation by November 15, 1965. If it developes that the material is too wet at this time, the grading will be completed in late June of 1966. This remaining fill is above highwater and should not give the railroad any concern.

Relocation "D" Completinn November 18, 1965.

Relocation "E" Completion January 1, 1966. Most of this embankment is now in place.

The contractor plans to finish all the railroad 6 inches high in those areas where foundation subsidence might be anticipated.

The current work schedule indicates that a surfacing contractor could begin placing base rock on the new grade from Mitchell Point, and working progressively to the West to Wyeth about June of 1966.

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn DLM
Swan
Peaco
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
OCT 21 1965
OCT 25 1965
OFFICE OF
RESIDENT ENGINEER
CONSTRUCTION
DIVISION

cc; Mr. L. W. Julien

Glenn A. Starkey
Resident Engineer

RECEIVED
NOV 1 2 1965

FOR FILING
I-80N-2(9)43
6541

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon [illegible] of project [illegible] funds are [illegible]
Date OCT 26 1965
[signature]
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Cascade Locks - Mitchell Point ..... Date October 20, 1965

Highway Columbia River ..... Contract No. 6541

County Hood River ..... Prefix 614-1049

Contractor Morrison - Knudsen Co. Inc. ..... F. A. Project No. I-80N-2(9)43

Address Box 298, Cascade Locks, Oregon ..... Order No. 15

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Install 24" C.M.P. Outfall 128 Lin. Ft.

Location by station numbers:

Highway
Station 330+00 Lt.

Estimate of quantities and cost:

Materials	$ 600.00
Equipment	1,000.00
Labor	1,800.00
Total	$3,400.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

See letter.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $3,400.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	$ -
Expected under-run / over-run per cent	-

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Resident Engineer
Glenn A. Starkey

Approval Recommended: /s/ G. L. Decker
Construction Engineer or [illegible]

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approved /s/ L. H. Young
[illegible]
Office Engineer

State Printing

young 11-10-65

RECEIVED
NOV 9 - 1965

FOR FILING

I-80N-2(9)43
6541

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required
Date OCT 26 1965 By [signature]
Title Dist. Engineer
U.S. Bureau of Public Roads

Order No. 8

Project Name Cascade Locks - Mitchell Point Date October 20, 1965

Highway Columbia River Contract No. 6541 F. A. Project No. I-80N-2(9)43

County Hood River Prefix 614-1049 Account No. 284

Description of Work To Be Done:

Adjusting tracks and flagging compensation to Union Pacific Railroad Company.

Location by Station Numbers:

Highway Station 330+00

Estimate of Quantities and Costs:

Labor	$350.00
Equip.	50.00
	$400.00

Explanation:

See letter.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 7,793,750.25
Present estimate of project cost, including $ 400.00 for work under this order	$ 7,793,750.25
Expected under-run / over-run (amount)	$ –
Expected under-run / over-run (per cent)	–

Space to right of this line is for use of Salem Office

Submitted by: /s/ Glenn A. Starkey, Resident Engineer
Glenn A. Starkey

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ C. T. Keasey, Division Engineer

Approved: /s/ L. H. Young, ~~Deputy or Assistant~~ Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

Young 11-9-65

RECEIVED
OCT 19 1965
FOR FILING

I 84-1(12)13
6541

October 18, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 7, Account No. 23L, covering exploratory drilling and installation of horizontal drains on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in Hood River County, Contract No. 6541 in connection with Federal-Aid Project No. I-80S-2(9)43.

This work is necessary to determine extent of unstable material and to install adequate horizontal drainage to stabilize the slide area. The contractor is not equipped to do the work. The State has the special equipment and crews to do the work more economically than by separate contract. All work concerned is with the "Fountain" slide.

The total estimated amount of this order is $12,750.00, with Federal participation of $11,475.00.

Your approval of this order, under the provisions of PPM-20.-6.) is requested. This order was recommended for tentative approval by the BPR Area Engineer on October 11, 1965 and the field was authorized to proceed on that date.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

HER:c

Enc.

FORM E-122X 20M 8-65

RECEIVED
OCT 21 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID E. SIMPSON, MEMBER
PORTLAND

I-80N-2(9)43

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
OCT 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

October 14, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Additional Railroad Work
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Contract No. 6541

Dear Sir:

Please refer to my letter of June 15, 1965 concerning the temporary adjustment of railroad communication lines in the area of Mitchell Point, Highway Stations 915 to 936. With that letter I submitted to you an estimate resulting in an increase in the original costs included in Exhibit "H" of the Railroad Agreement for this project of $4,335. Since that time it has been determined that the communication lines can not be placed in underground conduit since the resistance from use of this cable will exceed the allowable limit.

Attached hereto you will find two copies of the Union Pacific letter dated October 11, 1965 in which they indicate the estimated cost for the installation and removal of a temporary pole line relocation to be $14,040. They also indicate it will be necessary to acquire a temporary easement across private property on which to construct this pole line for which they expect to spend $50.

You will also find attached one copy of the Railroad's sketch map showing the location of this temporary relocation of their communication lines. This will amount to an increase over the original estimate as included in Exhibit "H" of the Railroad Agreement of $12,340.

We request your approval and authorization to proceed with this work. Please note in the Railroad's letter they indicate they will have forces available in about three weeks to perform this work. Your prompt attention to this matter will therefore be appreciated. Additional prints of the Railroad's drawing will be submitted to you at a later date.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

Enc.
TWL:fp
cc F. B. Klaboe - w/enc.
L. H. Young "
L. W. Rulien "
G. A. Starkey "

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

OCTOBER 11, 1965

File Ref. D 315 - 2 - 8

Routing

Morgan
Decker
Bond
Barboe
Walker
Olson
Jones
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
OCT 13 1965
CONSTRUCTION
DIVISION

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

With your letter of June 30, 1965 you approved the installation of underground cable to protect the Railroad's communication lines in vicinity of Mitchell Point due to blasting in highway cut at this location under the above-referenced project.

Our Communications Department has now advised, however, that this proposed method of protecting the lines will not be satisfactory as the resulting resistance from use of cable will exceed the allowable limit. Therefore, it will be necessary to make a temporary relocation of the communication lines over State and private property as illustrated on the attached two Railroad Division prints dated October 1, 1965.

Estimated cost to install and remove the temporary pole line is $14,040 of which $10,880 is for labor and $3,160 for material. In addition, it will be necessary to arrange for an easement of private property which will cost approximately $50.

Will you please advise if it will be satisfactory for the Railroad to temporarily relocate the communication lines as

October 11, 1965

proposed at the expense of the State. We will have a Communications Gang available to do this work in about 3 weeks. Therefore, will appreciate receiving your authorization by this time if possible.

Yours very truly,

W. D. Johnson

encs.

FORM E-120X 50M 2-65

RECEIVED
OCT 7 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 14, 1965

NOTED
F. B. KLABOE

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Sir:

RE: Revision of UPRR Water Lines at Station 505+50
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80-N-2(9)43
Contract No. 6541

This is in reply to your letter of October 6, 1965 in which you withheld approval and authorization to proceed with the adjustment of the above-captioned water lines.

On October 12, Mr. Preston supplied you with two copies of the Union Pacific Railroad Company's letter dated September 29, 1965 with which they submitted their "Exhibit K" dated May 20, 1965 showing this water line adjustment. It was understood this was satisfactory to the Bureau and authorization to proceed was granted as of October 12, 1965.

Herewith for your information you will find two prints of said Exhibit "K".

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:fp
Enc.
cc F. B. Klaboe - w/enc.
L. H. Young - w/enc.
L. W. Rulien "
G. A. Starkey "

RECEIVED
OCT 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form CD-121 (11-63) (Prea. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 6, 1965

In reply refer to: 08-35.EC

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(9)43, Cascade Locks-Mitchell Point Section
UPRR waterline adjustment

We have reviewed and found satisfactory the revision of the waterline for the subject railroad in the vicinity of Station 505+50 as proposed in Mr. Litchfield's September 24 letter. Contrary to your request, approval and authorization must be withheld pending receipt of a modification of the railroad agreement or exchange of correspondence. Should you wish to circumvent the necessity of obtaining such agreement you may proceed under the provisions of Section 1.25 of Title 23 CFR. However, you will note that an affirmative finding based on your submission must be made by our Administrator.

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
OCT 13 1965
CONSTRUCTION
DIVISION

Peppa
Moreland
Treut
Scott
Wills
Litchfield
Olson

REFERRED TO
By Asst. State Hwy. Engr.
10-12-65

RECEIVED
OCT 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

September 29, 1965

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2929 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

D 315-2-8

Mr. F. D. Morgan, Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Attn: Mr. T. W. Litchfield,
Utilities Liaison Engineer.

Dear Sir:

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
Project I-80N-2(9)63

With your letter of April 22 you furnished this office a proposal for rearranging the Railroad's water lines at Wyeth in lieu of method indicated in previously approved construction plans.

The proposal has been reviewed and wish to advise that it will be satisfactory for the State to proceed with the rearrangement on the basis that a supplemental agreement will be executed by the State to cover the rearrangement, as indicated on the attached copy of railroad division print dated May 20, 1965 labeled "Exhibit K".

It will be appreciated if your work in rearranging the water lines is conducted with a minimum of interruption to the water supply in line with previous requests.

Yours very truly,

W. G. Johnson
JBD

cc: Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Dept.
P. O. Box 617
Hood River, Ore. 97031

cc BPR 10/11/65

Routing

Morgan	Peaso
Decker	Moralock
Bond	Trout
Barbee	Scott
Walker	Wills
Glenn	Litchfield
Swan	Olson

RECEIVED
OCT 4 1965
CONSTRUCTION
DIVISION

RECEIVED
OCT 8 - 1965
FOR FILING

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION
6541

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

October 1, 1965

Routing
Bond
Barbee
Walker
Glenn
Swan
Peete
Morelock
Scott
Wills
Litchfield
Olson

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

RECEIVED
OCT 4 1965
CONSTRUCTION
DIVISION
D 315-2-8

Mr. Glenn A. Starkey,
Resident Engineer,
Oregon State Highway Department,
P. O. Box 617,
Hood River, Oregon 97031

Dear Sir:

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Referring to your recent request to waste materials from highway excavation on the above captioned project, in a depression between the existing railroad and highway in vicinity of railroad M.P. 47.5 on railroad relocation "B".

Since the railroad will be relocated at this point we do not have any objections to the proposed waste providing it is placed so it will not interfere with railroad operations and drainage.

With respect to your further request to waste highway excavation materials on the railroad right of way at various locations between Wyeth and Mitchell Point by widening the highway embankment, it will be satisfactory to do this in accordance with the attached typical section sketch dated September 29, 1965. Copy of this sketch is also being furnished to Mr. T. W. Litchfield who is receiving copy of this letter. It will be necessary to maintain the minimum clearances shown thereon, and the materials should be reasonably dressed to a maximum 4 to 1 slope extending from the highway toward the railroad, as indicated on the sketch.

Permission for wasting of materials on our right-of-way is given with the understanding that the State will bear all cost, and any expense incurred by the Railroad in adjusting of its facilities due to the wasting operations will be reimbursed by the State. Also, as stated above, the waste materials must be placed so there will not be any interference with railroad operations or drainage.

Yours very truly,

NOTED
F. B. KLABOE

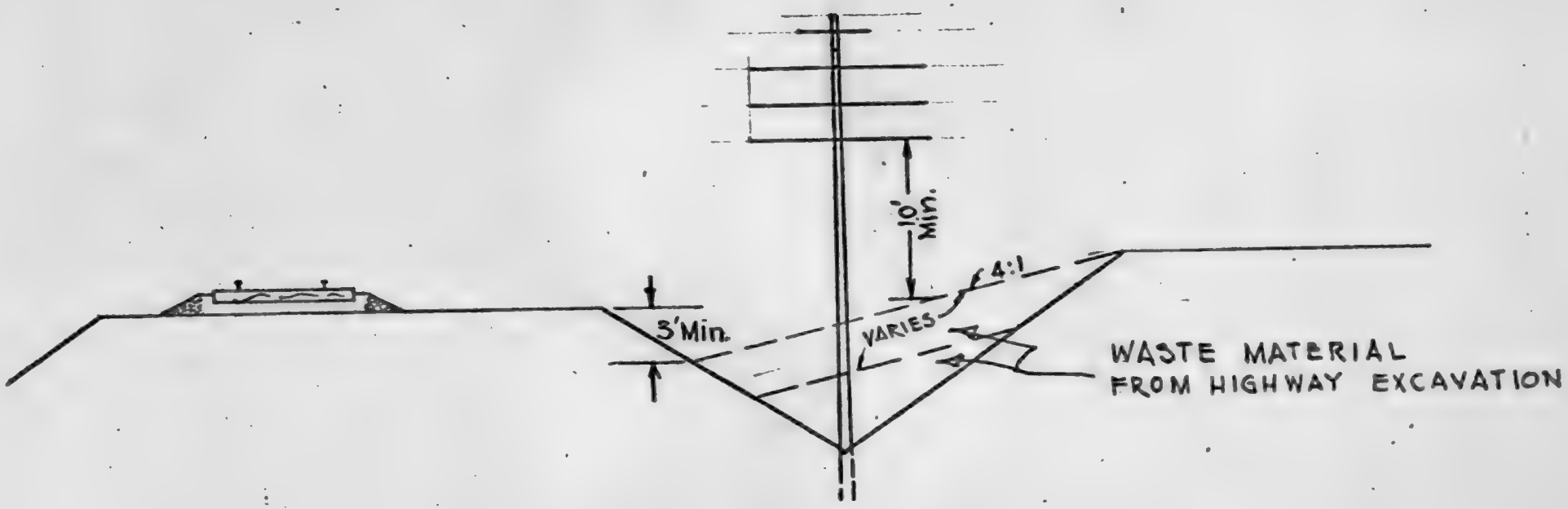
RECEIVED
OCT 5 1965
OFFICE
STATE HIGHWAY

10-5-65

cc: Mr. T. W. Litchfield
Utilities Liaison Engineer
Oregon State Highway Dept.
Salem, 97310

FB Klaboe ID Merchant FD Morgan LW Rulien

GAS



TYPICAL SECTION

NO SCALE

SEP. 29 - 1965

RECEIVED
SEP 27 1965
FOR FILING

COMMISSIONERS
[illegible], CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-80N-2(9)43

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 24, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Revision of UPRR Water Lines at Station 505+50
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43 - Contract No. 6541

Dear Sir:

Attached you will find two prints each of a 1"=100' map and a 1"=200' map on which is shown the proposed revision of the water lines serving the Union Pacific Railroad Company property near the Wyeth Interchange. A method of handling this water line is shown on Sheet 13A of the construction plans, but this has proven to be an impractical solution. Our Resident Engineer has devised an alternate method, as shown on the attached drawings. This alternate method is by far the best way of handling this relocation. The method as proposed on Sheet 13A of the construction plans has been estimated to cost $10,642.70. The alternate method as proposed on the attached drawings has been estimated to cost $10,112.90.

Inasmuch as this facility serves railroad property we submitted, on April 22, 1965, this plan to the railroad for their approval. We have had no reply to that letter, although we have received oral advice from Mr. Glenn Tabor of their Portland office that the plan as shown is acceptable, with the addition of a 3-inch line to be installed on the south side of the new railroad tracks from railroad Station 560+50 westerly to serve the house track area near railroad station 550. Copies of the letter of approval from the railroad will be submitted to you when it is received.

NOTED
F. B. KLABER

Access to maintain this line will be allowed from the "C" Line on the south side of the freeway and from the railroad right of way on the north side of the freeway.

Our Resident Engineer, Mr. Glenn Starkey, desires to complete this work before cold weather will endanger the existing temporary arrangement

now in operation. Therefore, we request your approval of the attached plan and authorization to proceed with this work.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

Attachments

cc: F. B. Klaboe
L. H. Young
L. W. Rulien
Glenn Starkey

WYETH INTERCHANGE

For Drainage Details See Sheet 13A

RAILROAD RELOCATION "C"

Future W. Bd.

Main Line

Passing Track

Constr Structure See Sheet 13A

Access Control Line

R.R. Rev. 0°56.5' C.R. Ta=9°37'15" T=614.56' L=746.76' U.P. 70 m.p.h.

"A" 2° C.R. Ta=10°00 T=253.57' T1=347.54'

"A" 487+15.47 P.S.C.

"A" 491+15.47 P.T.

"A" 491+66.54' 10°00.00

Locked Gate Entry

R.R. 548+710 P.C.S.

R.R. Rev. 8 Chord. Sp. S=1°10.2' U.P. 70 m.p.h.

Prop. House Tract B

"B" 494+73.65 P.C.

E.R. Rev. 549+11.0 P.T.

"B" 2° C.R. Ta=6°30' T=167.80' T1=257.59'

"B" 200' Sp. S=2°00' e=1.0

REMOVE EXISTING 3" WATER LINE

"B" 491+48.19 "F" 10+10.00 P.O.T.

"B" LINE

Pt. S.W. 553+02

"B" 498+98.63 P.C.S.

"B" 498+98.63 P.T.

S. 83°39'30" E.

2°30'+09.68

S. 77°03'30" E.

Exist. Metal Flume

"E" 491+60.00 P.O.T. "F" 11+25.00 P.O.T.

"A" LINE

"E" LINE

"F" LINE

"D" LINE

"C" LINE

Const. Detour

N. 76°50' E.

N. 74°00' E.

Horsebog Creek

Inst Type 2 Barricade 250'

Reducer 3 1/2" To 3"

"E" 400' Sp. S=6°00' e=0.25

T3N., R.8E.

T2N., R.8E.

"D" 491+63.35' "E" 491+62.66' "F" 12+45.61 P.O.T.

S 80°00' E.

Tel Cable

Const Type 3 Fence

Const 2 Appr Insl 12" Pipe-40' Dr Exc 10 C.Y.

10° C.L. Δ=26°00' T=132.28

"C" 492+09.60 P.S.

"C" 492+30.86 P.T.

"C" 493+79.47 P.C.S.

"C" 496+09.60 P.T.

"C" 6° C.R. Δ=16°00' T=134.21

"E" 2° C.R. Δ=12°11'30" T=305.95

"L" 400' Sp. S=2°00' e=0.025

Inst Type 1 3 1/2" Line

Constr Metal Guard Rail-200' & 400' (500' Salv. 100' New)

Areas restricted See S

R.R. Subgrade

0.0

600' V.C.

Utility Access Connection See Sheet-29 for Details

Emb. 17,971 (R.R. Above Elev. 88.0)

Emb. 1058 (R.R. Below Elev. 88.0)

Emb. 5518 (R.R. Below Elev. 88.0)

Emb. 11,592 (R.R. Above

RAILROAD RE

Flowline Inlet 08.5 to 6'x4' Conc Box Culv

15 1/2"

Finish Grade 12 St. & E. Bd

Subgrade

For Drainage Details
See Sheet 13A

WYETH INTERCHANGE

CASCADE LOCKS — COLUMBIA RIVER HIGHWAY

FED. ROAD DIV. No.	
8	ORE

LOCATION "C"

S.71°03'30"E.

Exist. 4'x3' RCB Culvert

Inst 18" CMP - 48' Std., 82' 12Ga Const Outlet Ditch
Dr. Exc. 50 C.Y.
Extra for Pipe Under R.R.
Const Manhole

Connect to 906.90 Water Line
Reconst. in Good place (Extra Work)

R.R. 397+44 P.C.C.

R.R. 397+83 P.C.C.

R.R. 402+69 P.O.T.

Exist Metal Flume

T 3 N., R. 8 E., W.M. — SEC. 35
T 2 N., R. 8 E., W.M. — SEC. 1

Remove Existing 4" Line

Access Control Line

Install 3" Line

Install 4" Line R/W Line

Exist. 12" Fort. Metal Drain Pipe

Horsetail Creek

"C" LINE

Inst Type 2 Barricade - 250'

Reducer 3 1/2" to 2"

Install 3 1/2" Line

Install Rail - 200' & 400' (500' Salv. 100' New)

"E" 400' Sp. S-6°00' e-0.25

"L" r-100' C.R. Δ-17°38'30" T-1089.29'

"E" 2° C.R. Δ-121°30' T-305.95'

"C" 6° C.R. Δ-16°00' T-1342.1'

Areas restricted, See Specifications.

"L" 400' Sp. S-2°00' e-0.25

Inst 18" CMP - 312'
Connect to Exist Manhole
Dr. Exc. 324 C.Y.

150 Ext. 18" CMP Pipe

Rock Emb for 1½:1 Slopes
Quan. Incl. in Rdwy Distr.

R.R. Subgrade

Flow Line Inlet 88.5 & 18" Cond Box Culv.

Emb 11,592 (R.R. Above Elev. 88.0)

Below Elev. 88.0)

RAILROAD RELOCATION

Finish Grade 32 ft. & 1 & 8d

Subgrade

Flow Line Inlet 89.5 & 18" CMP

+50 Ft. 11.6 46

Extg Ground

Inlet Elev 103.9

Flow Line 11" pipe

Profile 18" CMP Rt. Sta. 5+14

RECEIVED
OCT 8 - 1965

Form E-209-T[illegible]

STATE COPY

I-80N-2(9)43

6541

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date SEP 23 1965 C. L. Pihl
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Cascade Locks-Mitchell Point Date Sept. 21, 1965

Highway Columbia River Contract No. 6541

County Hood River Prefix 614-1049

Contractor Morrison-Knudsen Co., Inc. F. A. Project No. I-80N-2(9)43

Address P. O. Box 298, Cascade Locks, Oregon Order No. 1 - 1st Supp.

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

State's hshare of flagging cost.

Location by station numbers:

Throughout project, Sta. 210 to 936.

Estimate of quantities and cost:

Previously authorized	$ 40.000.00
Total additional	25,000.00
	$ 65,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Additional funds will be required due to heavy traffic.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 7,793,750.25	Space to right of this line is for use of Salem Office
Present estimate of project cost, including $ 25,000.00 for work under this order	$ 7,793,750.25	
Expected under-run / over-run amount	$	
Expected under-run / over-run per cent		

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approval Recommended: /s/ John A. Bond
For — Construction Engineer or ~~Bridge Engineer~~

Approved /s/ L. H. Young
~~Deputy State Highway Engineer, Assistant State Highway Engineer~~ or Office Engineer.

State Printing

RECEIVED
OCT 4 - 1965

I-80N-2(9)43

(1)1

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

AP D
Contingent u modification of
project agree it if additional
funds are req Group 1 - P
Date SEP 23 1965 By
Title
U.S. Bureau of Public Roads

Project Name Cascade Locks-Mitchell Point Date Sept. 21, 1965

Highway Columbia River Contract No. 6541

County Hood River Prefix 614-1049

Contractor Morrison-Knudsen Co., Inc. F. A. Project No. I-80N-2(9)43

Address P.O. Box 298, Cascade Locks, Oregon Order No. 10 - 3rd Supplemental

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Compensation for clearing outside limits of normal clearing.

Location by station numbers:

Various throughout project, Station 210 to 936.

Estimate of quantities and cost:

Labor	$1,700.00
Equipment	3,000.00
Material	300.00
Total Additional	$5,000.00

	$ 5,000.00
Previously Auth.	6,600.00
	$11,600.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Miscellaneous clearing required to widen embankments with excess materials. This is in addition to contract clearing. Work to be started about Sept. 24, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $5,000.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	$
Expected under-run / over-run per cent	

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ John A. Bond for — Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey — Division Engineer

Approved /s/ L. H. Young — Deputy State Highway Engr. / Assistant State Highway Engr. / Office Engr.

State Printing

10-1-65

RECEIVED
SEP 22 1965
FOR FILING

I-84-2(9)43

6541

September 21, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 6, Account No. 234, covering payment to Union Pacific Railroad Co. for protecting and repairing their lines on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in Hood River County, Contract No. 6541 in connection with Federal-Aid Project No. I-084-2(9)43.

This order is to cover cost of reimbursing Union Pacific Railroad Co. for protecting and repairing their lines. Damages caused by removal of loose material outside contract slope which is being removed under E.W.O. #13. Page 23, Section 10 of State Railroad Agreement, date June 10, 1963, obligates the State.

This agreement was tentatively recommended for approval by BPR Area Engineer and Field authorized to proceed September 13, 1965. Your approval as of that date is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

KMR:cr

Enc.

RECEIVED
OCT 20 1965

Form E-206—SM
FOR FILING
[illegible] 43
6541

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project G-1-P [illegible] additional funds [illegible]
Date SEP 14 1965
[illegible] Dist. Engineer
U.S. Bureau of Public Roads

Project Name Cascade Locks-Mitchell Point Date Sept. 20, 1965

Highway Columbia River Contract No. 6541

County Hood River Prefix 614-1049

Contractor Morrison-Knudsen Co. Inc. F. A. Project No. I-80N-2(9)43

Address Box 298, Cascade Locks, Oregon Order No. 14

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove slide material outside cut slope lines.

Location by station numbers:

317 to 319 Rt.
394 to 396 Rt.

Estimate of quantities and cost:

Equipment	$3,000.00
Labor	1,500.00
Material	500.00
Total	$5,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

A slide at Sta. 395 requires unloading outside the neat lines to relieve pressure at the cut toe. Unstable material in lower reaches of slope Sta. 318 requires that the slope be flattened. Has been discussed with Messrs. Decker, Rulien and Grafe. Work on the cut at 395 was begun 9-15-65.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 7,793,750.25
Present estimate of project cost, including $ 5,000.00 for work under this order	$ 7,793,750.25
Expected under-run / over-run amount	$ 0
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey Resident Engineer

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approval Recommended: /s/ John A. Bond
For Construction Engineer or Bridge Engineer

Approved /s/ L. H. Young
~~Deputy State Highway Engineer~~ ~~Assistant State Highway Engineer~~ or Office Engineer.

State Printing [illegible] 10-20-65

RECEIVED
OCT 20 1965

FOR FILING

6541

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement to additional funds due to G-1
Date SEP 23 1965
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Cascade Locks-Mitchell Point Date Sept. 20, 19 65

Highway Columbia River Contract No. 6541

County Hood River Prefix 614-1049

Contractor Morrison-Knudsen Co. Inc. F. A. Project No. I-80N-2(9)43

Address Box 298, Cascade Locks, Oregon Order No. 13 - Supplemental

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Removal of losse material outside contract cut slope lines.

Location by station numbers:

598+00 to 600+00

Estimate of quantities and cost:

Equipment	$ 4,000.00
Labor	1,500.00
Material	500.00
Total this order	$ 6,000.00
Previously approved	3,000.00
	$ 9,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Exploratory work performed under the original order revealed that more work was required.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 7,793,750.25
Present estimate of project cost, including $ 6,000.00 for work under this order	$ 7,793,750.25
Expected under-run / over-run amount	$
Expected under-run / over-run per cent	

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey
Resident Engineer

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approval Recommended: /s/ John A. Bond
For Construction Engineer or ~~Bridge Engineer~~

Approved /s/ L. H. Young
~~Deputy State Highway Engineer,~~ ~~Assistant State Highway Engineer~~ or Office Engineer.

State Printing

RECEIVED
SEP 1 1965
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-80N-2(9)43

64 11

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 13, 1965

Union Pacific Railroad Company
2525 North Lombard Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Track Damage - August 31, 1965
Cascade Locks-Mitchell Point Section
Columbia River Highway - Hood River County
Project No. I-80N-2(9)43 - Contract No. 6541
YOUR FILE: D 315 - 2 - 8

Gentlemen:

This will acknowledge receipt of your letter dated September 9, 1965, regarding your proposal to present a bill for damage when your costs have been determined.

Very truly yours,

NOTED
F B KLABOE

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Construction Engineer

TWL:bjm

cc: F. B. Klaboe (w/copy of UPRR letter)
L. H. Young (w/copy of UPRR letter)

RECEIVED
SEP 13 1965
OFFICE OF
STATE HIGHWAY ENGINEER

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

SEPTEMBER 9, 1965

File Ref. D 315 - 2 - 8

U. S. Certified Mail -
Return Receipts Requested (3)

Routing
Berge
Dacken
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
SEP 13 1965
CONSTRUCTION

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. F. D. Morgan,
Construction Engineer

Dear Sir:

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Wish to advise that as a result of blasting operations in highway cut by MORRISON-KNUDSEN COMPANY, INC., at about 9:30 AM, Pacific Standard Time, AUGUST 31, 1965, the Railroad's main track was damaged from a large rock.

As soon as costs can be ascertained, a bill will be presented accordingly.

Will you please acknowledge your receipt of this letter?

Yours very truly,

W. G. Johnson

cc: Mr. W. W. Hudson,
Project Manager
Morrison-Knudsen Company, Inc.
P. O. Box 298
Cascade Locks, Oregon 97014

Employers Mutual Liability Insurance
Company of Wisconsin
Wausau, Wisconsin

RECEIVED
SEP 29 1965
FOR FILING

I-80N-2(9)43

6541

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date SEP 13 1965 By [signature] Title Dist. Engineer
U.S. Bureau of Public Roads

Order No. 6

Project Name Cascade Locks-Mitchell Point Date September 7, 1965

Highway Columbia River Contract No. 6541 F. A. Project No. I-80N-2(9)43

County Hood River Prefix 614-1049 Account No. 284-06

Description of Work To Be Done:

Payment to Union Pacific Railroad Co. for protecting and repairing their lines.

Location by Station Numbers:

Station 600 ±

Estimate of Quantities and Costs:

Labor	$ 800.00
Materials	200.00
Equipment	100.00
Total	$1,100.00

Explanation: Damages caused by removal of loose material outside contract slope which is being removed under EWO #13. Work was necessary as a result of blast set off August 31, 1965. This was not part of the contractor's obligation.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $1,100.00 for work under this order	$7,793,750.25
Expected under-run / over-run (amount)	$ -
Expected under-run / over-run (per cent)	-

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey, Division Engineer

Approved: /s/ L. H. Young, Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

Billing: 9-29-65

Form B-300—6-64

RECEIVED
SEP 3 1965
FOR FILING

I-80N-2(9)43

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are not
AUG 19 1965
Date _____
Group I-P
_____ Dist. Engineer
U.S. Bureau of Public Roads

Project Name: Cascade Locks-Mitchell Point — Date: August 20, 1965
Highway: Columbia River — Contract No.: 6541
County: Hood River — Prefix: 614-1049
Contractor: Morrison-Knudsen Co. Inc. — F. A. Project No.: I-80N-2(9)43
Address: Box 298, Cascade Locks, Oregon — Order No.: 13

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Removal of loose material outside contract cut slope lines.

Location by station numbers:

598+00 to 600+00

Estimate of quantities and cost:

Equipment	$ 1,500.00
Labor	1,000.00
Material	500.00
Total	$ 3,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Badly seamed rock outside the neat cut slope must be removed due to hazard. This work is necessary for safety in persuit of contract work inside the neat section and is intended also for exploratory purposes. It has been discussed with Messrs. Decker, Rulien, and Grafe. The later gave verbal approval 8/19/65. Work is expected to begin 8/20/65.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $ 3,000.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	$
Expected under-run / over-run per cent	

Space to right of this line is for use of Salem Office

Submitted by: /s/ Glenn A. Starkey — Glenn A. Starkey, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. Rulien — Division Engineer

Approved /s/ L. H. Young — Deputy State Highway Engineer, Assistant State Highway Engineer, Office Engineer

State Printing

Young 9-2-65

RECEIVED
AUG 31 1965

Form CA-1A (11-63)
(Pres. by A.O.)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

I-80N-2(9)43

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6541

DATE: August 20, 1965

In reply refer to: 08-35.EC

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Participation in beautification program

Mr. Klaboe's August 4 and 12, 1965 letters requested approval for Interstate funds participation in the cost for a railroad bridge. The bridge is to provide a channel through the railroad fill, which crosses a cove at Wyeth (Station 460), for the purpose of creating a harbor for small boats.

We believe your plan for a small boat entrance to this harbor created by the railroad relocation is a good plan. The State is to be commended for its planned development of a State park and boat refuge at this attractive site. We cannot, however, agree that Federal funds participation in the proposed structure is appropriate because:

1. The railroad relocation which resulted in cutting off the cove at Wyeth was not required by the construction of I-80N, but was primarily located there by the Union Pacific Railroad for the purpose of upgrading its alignment resulting in the problem of providing boat access.

2. The railroad is obligated for the cost of the railroad relocation and Interstate funds are not participating in this section.

Current Public Roads policy is favorable to participation in features that enhance the beauty of a highway, or provide facilities that increase highway safety by providing areas for the motorist to stop and rest for short periods, such as safety rest and scenic overlook areas or strips but excludes State parks.

RECEIVED
AUG 24 1965
OFFICE ENGINEER
SALEM

REFERRED TO

By Asst. State Hwy. Engr.
8-24-65

RECEIVED
AUG 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. N CHASE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 19 1965
FOR FILING
6541

August 19, 1965

Mr. Carl D. Carlstedt
5121 - 47th Avenue S. W.
Seattle, Washington 98116

Dear Mr. Carlstedt:

We regret the problems you had and the damage to your car as related in your letter of August 16. We make special effort in our supervision of construction projects to hold inconvenience to the traveling public at a minimum and guard against damage such as yours. By our contractural agreements, the responsibility for properly safeguarding the traveling public is placed on the contractor.

As near as can be determined by your letter, the damage occurred on the Cascade Locks-Mitchell Point Section of the Columbia River Highway. The contractor performing the work on this section is Morrison-Knudsen, Inc., whose address is 603 Hoge Building, Seattle, Washington 98104.

I am returning the estimate of repairs to your car so that you can contact this firm directly regarding the damage incurred.

We sincerely hope you will not experience any future difficulties when traveling Oregon highways.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. E. Kiser
Assistant State Highway Engineer

Enclosure
cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. J. H. Walker
Mr. L. W. Mullen
Mr. Glenn Starkey

JHW:bjm srb

Oregon State Hiway Department
Construction Division
Capitol Building
Salem, Oregon
August 16, 1965

Dear Sir:

On August 10, 1965, about 9:00 P.M., while driving South on the Columbia River Hiway, ten miles North of Hood River where the hiway is being widen and there is only one way traffic, the flagman gave me the OK to go ahead and while going around a curve about 15 miles an hour I ran over a large rock which had fallen in the middle of the road. I heard a terrible noise in the engine, so I drove off the road. As I was lifting the hood up, a construction worker drove up in a pickup and asked me what the trouble was. I explained what happened to him. He said nothing and drove away.

It was dark by then. I later had my car checked at Hood River and was told the oil and fly wheel pan were damaged. We had to terminate our trip at this point and return home via White Salmon driving slowly as the oil pan was leaking badly.

Enclosed is an estimate of the damages and I wish your department would please forward this information to the insurance company or the construction company who handles this project.

Thank You,

Carl D Carlstedt

Carl D. Carlstedt
5101 - 47th S.W.
Seattle, Wash. 98116

Enclosure

CONSTRUCTION DIVISION
RECEIVED
AUG 17 1965

ESTIMATE OF REPAIRS

ANDRESEN MOTOR CO.

4019 W. ALASKA SEATTLE 6, WASH.
WE 0242 – AV 0880

NUMBER 14926 A

Owner's Name Carl Dewey Carlstedt — Survey Made By Ed Anderson — Date 8-13-65

Owner's Address 5101 – 47th SW — Phone — Automobile Make Ply — No. Cyl.

Motor No. — Type 2 door — Year 50

Insurance Co. — Serial No. — License No. AMY 264 — Speedometer Reads

Adjuster — Phone

	PARTS	LABOR
CORE		
SHELL		
RADIATOR GRILL		
HEADLIGHTS		
HORNS		
HOOD		
FENDERS RT. FRONT		
FENDERS RT. REAR		
FENDERS LT. FRONT		
FENDERS LT. REAR		
RUNNING BOARDS RT.		
RUNNING BOARDS LT.		
APRONS		
BUMPERS		
TAIL LIGHT		
GAS TANK		
TRUNK		
COWL		
AMT. FOR'D		

BRO'T FOR'D	PARTS	LABOR
DOORS RT. FRONT		
DOORS RT. REAR		
DOORS LT. FRONT		
DOORS LT. REAR		
BODY RT.		
BODY LT.		
WINDSHIELD		
GLASS		
TOP		
SEATS		
UPHOLSTERING		
PAINT - NEW AND DAMAGED PARTS		
HUB CAPS		
WHEELS RT. FRONT		
WHEELS RT. REAR		
WHEELS LT. FRONT		
WHEELS LT. REAR		
TIRES R.F. / R.R.		
TIRES L.F. / L.R.		
SPRINGS R.F. / R.R.		
SPRINGS L.F. / L.R.		
AMT. FOR'D		

BRO'T FOR'D	PARTS	LABOR
HUB AND DRUMS		
BRAKES		
FRONT SYSTEM		
SPINDLES		
SHOCK ABS.		
STEERING		
REAR AXLE		
FRAME		
Replace motor oil pan	16 10	16 50
Str. flg. wheel pan		4 00
MISC. SUPPLIES		
PAINT		
TOWING ADV. CHGS.		
TOTAL	16 10	20 00
		36 40
SALES TAX		1 52
		37 62

REMARKS

REPAIRS AUTHORIZED BY

-$37.62

RECEIVED
AUG 20 1965
FOR FILING
6541

August 19, 1965

Mr. Charles Donahue
Solicitor of Labor
U. S. Department of Labor
615 Nat. Vernon Place, N. W.
Washington 25, D. C.

Dear Sir:

This is in connection with Federal-Aid Interstate Highway Project No. I-OOR-2(9)43, Cascade Locks - Mitchell Point Section of the Columbia River Highway in Hood River County, Oregon which is covered by Labor Decision No. AD-7176, dated October 21, 1964.

The contractor on the above-named project is employing spray painters. The labor decision No. AD-7176 does not carry a wage rate for this classification.

According to the Painters local No. 1126 at the Dalles, Oregon which has jurisdiction over Hood River County, the basic hourly wage rate for spray painters should be $4.20 with the following fringe benefits:

Health and Welfare	$0.15
Pension	0.10
Work Enforcement Fund	0.05
Apprenticeship Fund	0.025

In conformance with the provisions in Regulations Part 5, Title 29, C.F.R., paragraph 5.5(1)(ii), we are establishing the above classification and rate as a minimum for use on this project.

Please advise if this does not meet with your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: Mr. A. M. Parsons B.P.R.
Mr. F. D. Morgan
Mr. L. M. Sulien
Mr. Glen A. Starkey
Mr. V. G. O'Neil

ABike

RECEIVED
AUG 20 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
Portland
KENNETH N. FRIDLEY, MEMBER
Wasco
DAVID B. SIMPSON, MEMBER
Portland

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 19, 1965

NOTED
F. B. KLABOE

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: UPRR M.P. 52
Ballast Blanketing
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43 - Contract No. 6541
YOUR FILE: D 315 - 2 - 8

Gentlemen:

Thank you for your letter of August 11, 1965 in which you advise that ballast blanketing will be used to protect your tracks near Railroad M.P. 52 and that the cost of placing and removing this material is estimated to be $650.

Although this work is not specifically set forth in the Railroad-State Agreement dated June 10, 1963, it is the opinion of the State that this work is included in item 4 of Exhibit "H" as "other protective services" and is, therefore, approved as a part of said Agreement.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: F. B. Klaboe (w/copy of UPRR letter)
L. H. Young " "
C. H. Maison " "
L. W. Rulien " "
Glenn Starkey " "

RECEIVED
AUG 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

AUGUST 11, 1965

File Ref. D 315 - 2 - 8

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Wish to advise that due to the bad rock condition existing in the 200-foot highway cut being made on above-captioned project in vicinity of Railroad MP 52, we find it necessary to protect the Railroad's facilities by making a temporary relocation of the Railroad's Color Light Signals 51.8 and 51.9 and instrument case; also blanketing the track with ballast, for which we will expect reimbursement in accordance with terms of our agreement dated JUNE 10, 1963.

The cost of the signal work was covered in estimates previously supplied to the State and in Exhibit "H" attached to the agreement. However, the ballast blanketing was not covered and, for your information, we tentatively estimate the cost of placing and removal to be about $650.

Yours very truly,

CONSTRUCTION DIVISION
RECEIVED
AUG 13 1965

FORM E-123X 50M 2-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
AUG 19 1965
FOR FILING

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 18, 1965

Pacific Northwest Bell Telephone Company
410 N. E. Clackamas Street
Portland, Oregon 97212

ATTENTION: Mr. J. W. DeYoung, Jr.

RE: Additional Work near Viento State Park Interchange
Cascade Locks-Mitchell Point Section
Columbia River Highway - Hood River County
Project No. I-80N-2(9)43 - Contract No. 6541
YOUR FILE: Est. #10199 CWO #4 - Prints 10, 11 & 14

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as detailed in Work Order dated July 29, 1965, have been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with this work as of August 4, 1965.

Reimbursement for work performed subsequent to August 4, 1965, will be made subject to the provisions of Bureau of Public Roads' Memorandum dated April 8, 1964, which pertains to inter-company profit, and PPM 30-4 and all supplements thereto upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of this work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: F. B. Klaboe
A. W. Parsons
L. H. Young
C. H. Maison
L. W. Rulien
Glenn Starkey
E. E. Johnston
Jack Hesla

NOTE
RECEIVED
AUG 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form CD-121 (11-63) (Prescribed by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 13, 1965

In reply refer to: 08-35.2-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Pacific Northwest Bell Telephone Company
Additional Work-Viento State Park Interchange

In confirmation of our verbal advance approval given on August 4, 1965, concerning the additional work requested by Pacific Northwest Bell Telephone Co., we hereby approve this work as evidenced by the Work Order and sketch map submitted with Mr. Litchfield's August 5, 1965 letter.

Authorization to proceed with the additional work is effective August 4, 1965.

REFERRED TO
Litchfield - Yours
BY ASST. STATE HWY. ENGR.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 16 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MCMINNVILLE
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 12, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Increased Culvert Size on Railroad Relocations
Cascade Locks-Mitchell Point Section
Columbia River Highway - Hood River County
Contract No. 6541
Project No. I-80N-2(9)43

Dear Sir:

Attached you will find letters from the Union Pacific Railroad Company dated April 2, April 16 and June 14, 1965, in which they explain the need to provide culverts of a minimum size of 30-inch diameter on all their new construction.

You will also note the railroad has approved the price of $12.24 per lin. ft. for additional pipe, which is $1.24 more than the contractor's bid price. The railroad is replacing all 18-inch and 24-inch culverts shown on the plans with 30-inch culverts on Relocations "B", "C", "D" and "E", which are being constructed at railroad expense at this negotiated price. They have requested the State to do likewise on Relocation "A", the cost for which the State is responsible.

There are five culverts under Relocation "A" which are shown on the plans to be smaller than 30-inch, are not extensions of highway culverts, and are listed below by railroad station with the plan quantities:

RR Station	18-inch	24-inch
312+93	56	
314+43	74	
324+64		102
333+45	70	
341+01	94	—
TOTAL	294	102

294' of 18" CMP @$6.50 =	$1,911.00
102' of 24" CMP @$8.00 =	$ 816.00
Total as per plan	$2,727.00
396' of 30" CMP @$12.24 =	$4,847.04
Estimated additional cost to RR Reloc. "A"	$2,120.04

The summary shows that the installation of this larger pipe will result in the increase of the estimated cost of the State's share of this project to be $2,120.04. Inasmuch as the railroad has changed their standards as a result of the severe floods last winter, and have approved the increased expenditure for the four relocations which are their expense, we recommend your approval of the proposed change in plans and request your participation in the additional cost resulting therefrom.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm
Attachments

cc: F. B. Klaboe
L. H. Young
C. H. Maison

RECEIVED
AUG 13 1965
OFFICE OF
STATE HIGHWAY ENGINEER

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2828 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JUNE 14, 1965

(File Ref. D 315 - 2 - 8)

CONSTRUCTION DIVISION
RECEIVED
JUN 17 1965
CE ACE ACE COE

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Porject I-80N-2(9)43

Please refer to your letter of May 12 in reply to mine of April 2 and 16 requesting the State at its expense install 30-inch minimum diameter pipe on Railroad Relocation "A" in the Ranger Station Section under the above-captioned project.

No detailed engineering analysis was made by the Railroad in approving the culvert sizes on the plans originally prepared by the State. However, our Company's request for increased pipe size is made on the basis of recent sad experiences resulting in severe damage to property, traffic interruptions and excessive labor expenditures during the storm periods of December 1964 and January 1965. During these two same periods it was observed that almost every waterway was adequate for passage of water if it were kept open. The "Q" or discharge formula for runoff calculation considers quantity of water but makes no provision for equivalent rocks, sticks, dirt and debris and/or even trees. At some culvert locations Railroad employees remained continuously for 72 hours (not leaving for meals or rest) while attempting to keep culverts open. With a relatively short culvert this can usually be done readily by using long poles but with a long culvert poles are inadequate. During storm conditions, however, a long culvert of small diameter is almost impossible to clean and worthless subsequent to being plugged.

#2 - Mr. F. D. Morgan June 14, 1965

On the basis of difficulties previously encountered in the Columbia River Gorge, the Railroad Company feels that sound engineering and practical requisites indicate the necessity of increased size of culverts over those previously approved, and I therefore ask that you reconsider this matter and arrange for installation of 30-inch minimum size pipe, at State expense, as previously requested.

Yours very truly,

W. B. Johnson
HBD

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

APRIL 16, 1965

(File Ref. D 315 - 2 - 8)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

CONSTRUCTION DIVISION
RECEIVED
APR 20 1965
ROUTED ☐ CE ☐ ACE ☐ ACE ☐ COE

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Supplementing my letter of April 2 relative to substituting larger diameter culvert pipe for the smaller size pipe provided by the Plans on the above-captioned project:

Union Pacific Railroad's Management has advised that 30-inch diameter pipe should be used in lieu of smaller size culvert pipe on the railroad relocations, and has authorized payment to the Contractor of $12.24/LF for the required additional 30-inch pipe to be used on the four easterly line changes being built at Railroad expense. This is $1.24 more than the Contractor's bid price for similar pipe already authorized on the project.

As the recent storms have proven the inadequacy of small culvert pipe design, request the State at its expense make a similar substitution and install 30-inch pipe in lieu of the smaller culvert pipe size now proposed in the Plans for Railroad Relocation "A" in the Ranger Station Section which is to be built at State cost.

Will you please handle with the State's Contractor, MORRISON-KNUDSEN COMPANY, INC., in line with the foregoing.

Yours very truly,

W. G. Johnson

cc:
Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P.O.Box 617, Hood River, Oregon

FB KLOOSE FD MORGAN FURTHER WORD REGARDING THIS COMING FROM DIVISION I OFFICE
ID MERCHANT LW RULIEN IN NEAR FUTURE. 4-21-65 I

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

APRIL 2, 1965

(File Ref. D 315 - 2 - 8)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

CONSTRUCTION DIVISION
5 1965
COE

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Confirming telephonic conversation of April 1, relative to railroad culverts to be installed on the above-captioned project:

In view of the recent heavy storm damage, consideration is being given to substituting larger diameter culvert pipe for the smaller size pipe provided by the plans. This will possibly mean we will ask the State to have its Contractor install 30-inch diameter pipe in lieu of 18 and 24-inch pipe on the railroad relocations. Therefore, it is requested that the State ask its Contractor to hold up installing these smaller pipe sizes until a decision regards the substitution is reached.

It is our understanding that the Contractor's work will not be hampered by a few days' delay in making the pipe installation and, accordingly, intend to give you the Railroad's decision in this matter very shortly.

Yours very truly,
W. G. Johnson

cc:
Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031

FB KLAGGE FD MORGAN
I O MERCHANT LW RULIEN 4-6-65

RECEIVED
AUG 12 1965
FOR FILING
6541

August 12, 1965

Mr. Warne Nunn
Executive Assistant
Executive Department
State Capitol Building
Salem, Oregon

Dear Mr. Nunn:

Attached is a suggested reply for the Governor's consideration to Neil Baldwin of Portland concerning a traffic delay on the Columbia River Highway between Cascade Locks and Mitchell Point.

The rather lengthy delay on July 28 was caused from a rock blast that left a considerable overhang of material. It was considered dangerous to route traffic past the site before removal of this overhanging rock. This was an unexpected development and the contractor was not properly organized to convey accurate information to motorists.

The situation has now been corrected and everything possible is being done to limit closures to 30 minutes. The contractor is also cooperating in this plan in that he will delay, insofar as he can, major rock removal until after Labor Day.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attach.
cc R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. W. Rulien

FBK:srb RLP:ms fn

SUGGESTED DRAFT FOR THE GOVERNOR'S CONSIDERATION
August 12, 1965

Mr. Neil Baldwin
Branch Manager
The Ohio Casualty Group
Post Office Box 30
Portland, Oregon 97207

Dear Mr. Baldwin:

Reference is made to your letter of August 2 concerning a traffic delay as a result of construction on the Cascade Locks-Mitchell Point Section of the Columbia River Highway.

I am indeed sorry that there was such a long delay on July 28, which resulted from an overhanging rock left after a blast.

The construction of a major highway route under conditions which prevail in the Columbia River Gorge is a difficult matter and the problem was caused by unanticipated action of a large blast.

I understand from the Highway Department that everything possible is being done to hold delays to the motoring public to a minimum. If in the future something happens to require unusual delays, motorists will be given full information.

Thank you for bringing the matter to my attention.

(1216)

THE OHIO CASUALTY GROUP of Insurance Companies

NEIL BALDWIN
Manager

OREGON BRANCH OFFICE
811 S. W. Alder
P. O. Box 30
PORTLAND, OREGON 97207

Phone: 226-3561

August 2, 1965

Governor Mark Hatfield

Salem, Oregon

Dear Governor:

Something happened this past week that I thought I should report to you in the interest of our state.

I know we spend millions of dollars advertising for tourist business and what took place on the Columbia River Highway, and probably will take place again, it is not leaving the right impression with tourists.

I was coming down the Columbia River Highway last Thursday, and was stopped by a line of cars, as construction work was taking place in the vicinity of Mitchell Point. We could see a long line of cars ahead of us, but on stopping and inquiring, we could find out nothing as to the length of time we would be stopped. After waiting for two hours, we turned, went back to Hood River and came down across the Bridge of the Gods. There were many, many tourists in the line, and on our way back we found there were five miles of cars to our rear.

The one question was, why can't someone be stationed at the end of the line to tell us how long we are going to stay here and whether it would be advantageous for us to turn and cross the bridge at some other place. The weather, as you know, was exceedingly hot. There were children in these cars and some elderly people, all of whom were suffering from the extreme heat.

Their whole complaint was lack of information. They realize that the highway construction was necessary, but there should be someone to inform the touring public as to the length of time they would be held up, and allow them to make their choice

AUG 3 1965

as to whether they should stay or take some other route into our fair city.

It seems that while a contractor cannot always estimate the time of delay to remove a section of rock, the Highway Department certainly should someone who is qualified to estimate after the blast has been set off and then by our modern methods of communication, notify the person who is stopping traffic of the approximate length of time before traffic can proceed.

I am not complaining about the necessity of stopping traffic; I am simply saying that no one, not a soul, was there who could tell people why they were stopped, or how long it would be before they could proceed. Do you think this is necessary?

The people stopped were complimentary to the scenery, but said it lost some of its beauty due to this frustration.

Sincerely yours,

Neil Baldwin
Branch manager

NB:va

RECEIVED
AUG 12 1965
FOR FILING

6541

August 12, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: UPRR Bridge - RR Station 520
Cascade Locks-Mitchell Point
Section, Columbia River High-
way, Hood River County
Project No. I-80N-2(9)43

Dear Sir:

The above-captioned bridge was made necessary by the decision of the State Highway Commission late in 1964 to concede to a request of the Columbia River Gorge Commission to preserve the lagoon, resulting from the construction of railroad relocation "C" on the above-captioned project, for use as a small boat basin.

The Railroad and the State agreed that the initial construction costs would be borne by the State and the maintenance cost would be borne by the Railroad. Based on figures given us by the Railroad for their estimated annual maintenance for railroad relocation "A" on this project, we estimate the cost of maintaining the fill originally planned for this area to be approximately $100 per year. Our Bridge Division estimates the annual cost of maintaining the proposed structure to be approximately $700. The construction of the bridge will result in the elimination of a 54-inch equalizer culvert at RR Station 523+80 and a portion of the fill about 123 feet in length when measured along the subgrade. This will result in a credit to the original project of approximately $15,000. This credit to the Railroad project will be consumed in additional maintenance costs in 25 years.

We feel that an acceptable settlement was reached in having the State assume the construction cost and the Railroad assume the maintenance cost of this structure. In line with the President's desire to preserve the scenic beauty of our country, it is our view that the Bureau of Public Roads should participate to the maximum in the cost of this structure. We ask your approval on this basis.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. L. H. Young
Mr. Ivan Merchant
Mr. C. H. Maison
Mr. T. W. Litchfield

TWL:bjm srb

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AUG 20 1965
FOR FILING

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION
6541

AUGUST 9, 1965

(File Ref. D 315 - 2 - 8)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

CONSTRUCTION DIVISION
RECEIVED
AUG 11 1965
NOTED-☐ ☐ ☐ ☐ ☐
CE ADE ACE COE

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
State Contract #6541
Project I-80N-2(9)43

As you are aware, in performing grading and drainage work on the above project it is desirable to avoid creation of pockets between the railroad and highway wherein water will collect and stand without draining. We, therefore, ask the State to carefully recheck the work and see that these situations do not occur.

Note in the Ranger Station Section installation of a railroad culvert now proposed at Railroad Revised Sta. 312+93 will not be necessary if the area between the railroad and highway fills is properly graded so surface waters collecting can be carried away by the culvert proposed at Railroad Revised Sta. 314+43. Will you please handle with your Contractor and provide drainage of the area in this manner and accordingly delete the culvert at Sta. 312+93 from your plans.

Re-examination of the project plans reveals that, as shown on Sheet #7, a 24-inch pipe is to be placed under the highway at Sta. 330+00 near the westerly end of our Farley passing track, which will undoubtedly discharge a large flow of subterranean waters collected from a subdrain system to be installed along southerly side of the reconstructed highway. These waters will have to be carried across the railroad tracks and roadbed and it should not be expected that the present railroad culverts will handle the subterranean flow. Consequently,

FILED
ALBANY

#2 - Mr. F. D. Morgan August 9, 1965

will you please arrange at State's expense to extend the 24-inch pipe proposed at Sta. 330 under the Railroad's tracks.

Yours very truly,

W. B. Johnson

cc:
Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon

Copies to: F B Klabole
I D Merchant
F D Morgan
L W Rulien - I assume Starkey will take appropriate action.
E

RECEIVED
AUG 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 12 1965
FOR FILING

I-8CN-2(9)43
6541
W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2825 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

AUGUST 9, 1965

(File Ref. D 315 - 2 - 8)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

NOTED
F. B. KLABOE

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations
Cascade Locks - Mitchell Point
State Contract #6541
Project I-8CN-2(9)43

Understand there will be approximately 200,000 cubic yards of excess materials from the highway cuts between Ranger Station and Wyeth Section, for which the State will have to provide disposal areas.

Wish to advise that we will accept rock wasted along our fills west of Railroad Relocation "B" and, if desirable, will gladly meet with you and discuss the matter on the ground.

Yours very truly,

W. G. Johnson

cc: Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031

RECEIVED
CONSTRUCTION
OFFICE OF DIVISION
STATE HIGHWAY ENGINEER
AUG 10 1965

Copies to: FB Klaboe ✓
ID Merriman
FD Morgan
LW Rulien - Please handle any field meeting required.

I 8-10-65

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AUG - 1965
FOR FILING
J-80N-2(9)43
6541

August 4, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 College Street, N. E.
Salem, Oregon

Re: Wyeth Interchange
Cascade Locks-Mitchell Point
Section, Columbia River Highway
Hood River County

Dear Sir:

Herewith three prints showing a section of the highway west of and including the Wyeth Interchange. The area shown in green is a body of water which will be harbored by the highway on the south and the relocated railroad on the north. At the June 1, 1965 State Highway Commission meeting, the purchase of said area, with State Parks funds, was approved. It is our intention to develop this for boating at the request of the Columbia River Gorge Commission and the State Marine Board, along with many other civic leaders and private individuals.

In order to have the facility be of any value, as such, it will be necessary to have a structure through the railroad fill so that boats may enter and leave the main river. This proposed structure is shown in red on the accompanying map.

According to President Johnson's beautification program, developments like this are a necessary addition to the Interstate highways to provide recreation and relaxation for the motoring public and may be constructed with Federal funds. We request that you approve the use of FAI funds for the construction of the aforementioned railroad structure.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Lloyd Shaw
Mr. F. D. Morgan
Mr. L. H. Young
Mr. L. W. Rulien

Enclosures

DNS:jp srb

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.
8	OREGON	I-80N-2(043)		11

...ROSS RIVER COUNTY ... HIGHWAY ... SEC.

RAILROAD RELOCATION

Suggested Temporary Haul Road & Structure Crossing R.R. Sta. 508+00

Future 'WB' Access Control Line

Exist. Ease.

Easily Encroach.

E Haul Road

Signal Foundation

Sta. 442+00 to Sta. 446+00
Inst. 8" Perf. Drain Pipe-400'
Special Backfill 171 C.Y.
Dr. Exc. 186 C.Y.

Areas restricted, See Specificotions.

+50 Inst. 18" Pipe-102'
Inst. 2 End Sections
Under-Pavt.-24'
Const. Outlet Ditch
Dr. Exc. 55 C.Y.

+30 Extend Existing 24" CMP-30'±
Inst. End Section, Pt.
Dr. Exc. 5 C.Y.

+70 Inst. 24" Pipe-118'
Inst. 2 End Sections
Under Pavt. 24'
Dr. Exc. 100 Cu. Yd.

S 77°12'00" E

S 89°13'00" E

Meet Exist. R.R. Grade

R.R. Subgrade 0.0

Emb. 5186

(R.R. Rock Slope Protection)

Emb. 4368 (RR Above El. 88±)

Emb. 29,319 (R.R. Below 88±)

RAILROAD REVISION

R.R. 505

R.R. 510

503+73.9

Beg. R.R. Rev.

El. 85.00

HR 1+80
RR 5.0+10

100' V.C.

500' V.C.

Finish Grade 12 Rt. & E. 80

+0.7

+25 El. 133.11

Exc. 61,872

Nork Except: (

0.0

700' V.C.

466

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.
8	OREGON	I-80N-2(94)3		11

...ood River County ... Highway ... Sec.

Suggested Temporary Haul Road & Structure Crossing R.R. Sta. 508+00

RAILROAD RELOCATION

Future "WB" Access Control Line

Existg. Encroach.

Exist. Ease.

R.R. 503+73.9

R.R. Ext. 503+73.9

R.R. 504+33.9 Sta.

R.R. 506+36.4 Acc.

Signal Foot

E. Haul Road

Signal Box

S 77°12'00" E

Sta. 442+00 to Sta. 446+00
Inst. 8" Perf. Drain Pipe-400'
Special Backfill 171 C.Y.
Dr. Exc. 186 C.Y.

Areas restricted, See Specifications.

+30 Inst. 18" Pipe-102'
Inst. 2 End Sections
Under Part-24'
Const. Outlet Ditch
Dr. Exc. 55 C.Y.

+30 Extend Existing 24" CMP-30 Ahead
Inst. End Section, Pt.
Dr. Exc. 5 C.Y.

444+97.69 P.S.

446+97.69 P.S.C.

450 R.R. 507+42.7 Acc.

450 R.R. 507+42.7 Acc.

184'±

450 R.R. 507+42.7 Acc.

S.R.R.T.

455

455+30.52 P.S.

S 53°30'00" E.

245'±

+70 Inst. 24" Pipe-118'
Inst. 2 End Sections
Under Part. 24'
Dr. Exc. 100 Cu. Yd.

190'±

Meet Exist. R.R. Grade

Const. Temp. Structure

R.R. Subgrade 0.0

Emb. 5,186

Emb. 4,368 (R.R. Above El. 88±)

Emb. 29,319 (R.R. Below 88±)

(R.R. Rock Slope Protection)

RAILROAD REVISION

El. 85.00

HR. 0'80"
RR 510+10

100' V.C.

0.0 R.R. Subgrade

R.R. 505

R.R. 510

503+73.9 Beg. R.R. Rev.

500' V.C.

Finish Grade 12' Rt. & E. 80.

+0.7

+25 El. 133.11

Esc. 61,872

140

130

120

140

700' V.C.

Work Except on R.R.

0.0

456

SEC. SHEET No. 11

FISCAL YEAR

R.R. R/W

Const. Railroad Structure - 123'
(Under Separate Contract)
Sta. 518+88.5 to Sta. 520+11.5
(Location of Bridge Subject to Change by the Engineer)

℄ Proposed Railroad Relocation

S.86°40'45"E.

520

P.R. Rem. +46 Const. Instrument House Mound Lt.

+80 Inst. 54" C.M.P. - 144', 8 Ga. Dr. Exc. 2 C.Y.

RAILROAD RE

Future W. Bd.

Hwy & R.R. R/W Line

Areas restricted, See Specifications.

"L" 400' Sp. S=8°00' a=1.0

R.R. Sta. 455+20.53 R.S.

R.R. Sta. 469+20.53 R.S.C.

"L" 4°00' C.L. Ta=41°30'30" R=744.44'

R.R. 322+69.7 R.C.C.

Lc. 465+50
Inst. 18" Pipe - 88'
Inst. 2 End Sections
Under Pavt. - 24'
Dr. Exc. 50 Cu. Yd.

465+58.24 R.C.S.

R.R. Rem. +73 Const. 8.7 Sq. Mound Lt.

P.T. SW. 521+22.0

"L" 400' Sp. S=8°00' a=1.0

R.R. 322+55.3 P.R.T.

Hwy & R.R. R/W Line

+46 Extg. 30" Conc. Pipe Extend 56' Lt. Const. Outlet Ditch Dr. Exc. 36 Cu. Yd.

Existing Main

Existing Pass

469+58.24 P.T.

Signal Cont. Tool Shed

Signal "469"

Hwy & R.R. R/W

35 36 2 1

245'

460

230'

20.26

465

470

℄ W. Bd.

℄ E. Bd.

24'

8.4'

Rock Emb. at Bridge Ends (Shown Hatched)

Emb. 29,465 (R.R. Rock Slope Protection)

Emb. 21,784 (R.R. Above Elev. 88.0)

Emb. 113,559 (R.R. Below Elev. 88.0)

Ground Line RR Relocation

RR 515

Rock Emb. with a max. size of 6" to permit piling to be driven through the embankment (Shown Cross Hatched)

RR 520

Finish Grade 12' Lt. ℄ W. Bd.

Ground Line

Subgrade

Emb. 27000 (Excess Mat'l) Widen Fill Lt.

Exc. 2537

Emb. 16,840

RAILROAD R

Emb. 17,270 (R.R.

525 R.R.

1000' V.C.

400' V.C.

300' V.C.

-0.46

+0.17

+0.466

+1.06

+0.13

88.5

115

51

30

75

140.51

135.13

135.89

460

465

470

CASCADE LOCKS MITCHELL PO
COLUMBIA RIVER HIGHV
HOOD RIVER COUNTY

FED. ROAD Div. No.	STATE	PROJEC NUMBE
8	OREGON	I-80N-2

Revised 11-16-64 Future R.R. Struc

OAD RELOCATION "C"

Future Rail Road Structure

Future W. Bd.

Proposed Passing Track

Proposed Main Line

Proposed Passing Track

Future

Signal Box

Existing Main Line

Existing Passing Track

Suggested Temporary Haul Road Crossing
RR. sta. 539+00

Dwg No. 9796, 17950, 17292
+65 Existing 10'x10' R.C. Box Culv.
Extend 30' Rt & 48' Lt (11° Skew)
Class 'A' Conc. 12.4 C.Y.
Metal Reinf. 1924.3 lb.
Dr. Exc. 45 C.Y.

Pave Existing Box Culvert
Invert With Class 'A' Concrete
(For Details See Sheet 28)

R.R. Rev.
8 Chord Sp.
S=1°10.2'
U.R. 70 m.p.h.

R.R. Rev. 539+24.9 P.S.C.

R.R. Rev. 536+84.3 P.S.

Constr Structure
See Sheet 13A

Access Control Line

R.R. Rev.
0°58.5' C.R.
Ta=9°37'15"
R=614.56'
L=746.76'
U.R. 70 m.p.h.

"A"
200' Sp.
S=2°00
a=1.0

"A"
2°C.R.
Ta=10°00
Ts=253.97'
Ts1=347.54'

"A" 487+15.47 P.S.C.

"A" 491+15.47 P.T.

"A" 491+66.54
"A" 500+00.00

"A" LINE

℄ W. Bd.

Access Control Line

N. 82°48'30" E.

"F" LINE

"D" LINE

T.3 N., R. 8 E., W.M.
T.2 N., R. 8 E., W.M.

N. 85°16'30" E.

N. 89°26'30" E.

EXISTING COLUMBIA RIVER HIGHWAY

Inst. Type 2
Barricade-250'

Cable

Tel

"D" 491+63.35
"E" 491+62.66
"F" 12+43.61 P.O.T.

S. 80°00' E.

"C" LINE

Access

R/W

Const 2 Appr
Inst 12" Pipe-40'
Dr Exc 10 C.Y.

600' V.C.

Utility Access Connection
See Sheet 29 for Details

Emb. 17,971 (R.R.

Emb. 1063 (R.R. Below Elev. 880)

545

-0.66

Emb. 1951 (R.R. Below

Emb. 12
Emb. 46
Emb. 9
Emb. 16

490

"A" 481+43.71

"A" 485+15.47 P.S.

Creek

Access Control Line

Existing 24" Pipe
Abandon and Plug Ends

+66

8.4

475

480

485

24

16

190

24

20

R/W Line

R.R. Subgrade

600' V.C.

RAILROAD RELOCATION:

Emb. 30,133 (R.R. Above Elev. 88.0)

Emb. 17,220 (R.R. Below Elev. 88.0)

RR 630

RR 595

+0.135

-0.86

600' V.C.

Emb. 64,000 (Excess Mat'l)
Widen Fill Rt.

Exc. 553 ('C' Line)
Exc. 1659 ('D' Line)
Exc. 2887 (Main Line)

Emb. 732 ('D' Line)
Emb. 15,559 (Main Lines)

475

480

LOCKS MITCHELL PO
UMBIA RIVER HIGHV
HOOD RIVER COUNTY

STATE	PROJEC NUMBE
OREGON	I-80N-2

64 Future R.R. Struc

For Drainage Details See Sheet 13A

WYETH

RAILROAD RELOCATION "C"

Proposed Main Line

Proposed Passing Track

Future W. Bd.

Constr Structure See Sheet 13A

Access Control Line

Locked Gate Entry

R.R. Rev. 8 Chord Sp. 1°10.2' U.P. 70 m.p.h.

R.R. Rev. 536+84.2 P.S.

R.R. Rev. 539+24.3 P.S.C.

R.R. Rev. 0°58.5' C.R. Ta=9°37'15" T=614.56' L=746.76' U.R. 70 m.p.h.

"A" 200' Sp. S=2°00' a=1.0

"A" 2° C.R. Ta=10°00' Ts=253.97' Ts1=347.34

"A" 485+15.47 P.S.C.

"A" 487+15.47 P.S.C.

"A" 491+15.47 P.T.

"A" 491+66.54 F 10+00.00

R.R. Rev. 545+00

P.I. SW. 545+00

P.R. 546+71.0 P.C.S.

R.R. Rev. 549+11.0 P.T.

"B" 494+73.65 P.C.

"B" 496+98.63 P.C.S.

House Track B 2° C.R. Ta=6°30' T=167.80' Ts1=257.59'

"B" 200' Sp. S=2°00' a=1.0

P.I. SW. 553+00

"B" 498+98.65 P.T.

"B" 491+48.19 "F" 10+10.00 P.O.T.

"B" LINE

"A" LINE

"A" LINE ℄ W. Bd.

"E" 491+60.00 P.O.T. "F" 11+25.00 P.O.T.

Exist. Metal Flume

"E" LINE

Const Detour

"F" LINE

"D" LINE

"C" LINE

Horphan Creek

Inst Type 2 Barricade-250'

N. 82°48'30" E.

N. 89°26'30" E.

N. 76°59' E.

N. 74°00' E.

"D" 491+63.35 "E" 491+62.66 "F" 12+45.61 P.O.T.

S. 80°00' E.

Tel Cable

55' R.

"E" 493+90.10 P.C.

"L" 492+09.68 P.S.

"L" 493+08.90 P.T.

"L" 496+09.68 P.S.C.

"C" 497+19.37 P.C.

"L" 400' Sp. S=2°00' a=0.25

"E" 2° C.R. Δ=12°11'30" T=305.95

"C" 6° C.R. Δ=16°00' T=134.21

Access R/W

Const 2 Appr Insl 12" Pipe-40' Or Exc 10 C.Y.

Const Type 3 Fence

"C" 10° C.L. Δ=26°00' T=132.28

"L" 489+70.86 P.C.

"L" 491+60.00 P.T.

Constr Metal Guard Rail-200' & 400' (500' Salv. 100' New)

600' V.C.

Utility Access Connection See Sheet 29 for Details

0.0

Emb. 17,971 (R.R. Above Elev. 88.0)

Emb. 1068 (R.R. Below Elev. 88.0)

Emb. 3518 (R.R. Below Elev. 88.0)

Flow Line Inlet 68.5 Outlet 67.8

6'-4" Conc. Box Culv.

545

550

-0.66

15½"

Finish Grade 12.8

Subgrade

Emb. 1951 (R.R. Below

600' V.C.

17' R. 1.5%

0.66

Detail

Exc. 1,277 ("A" Line)
Exc. 60,877 ("C" Line)
Exc. 54,781 ("D" Line)
Exc. 34,681 ("E" Line)
Exc. 8,431 (Main Line)

Emb. 47,903 (Excess Matl.) Widen Fill Lt.

Exc. 2,814 (Channel Change)

Emb. 12,509 ("A" Line)
Emb. 46,029 ("B" Line)
Emb. 917 ("C" Line)
Emb. 16,040 (Main Line)

490

495

PLATE 4-CROSS SECTION 5

FED. ROAD Div. No. 8 | ST ORE

RAILROAD RELOCA

Suggested Temporary Haul Road & Str
Crossing R.R. Sta. 508+00

Future "WB" Access Control Line

Exist. Ease.

Estly. Encroach.

Bd

Bd

S 77° 12' 00" E

Haul Road

Sta. 442+00 to Sta. 446+00
Inst. 8" Perf. Drain Pipe-400'
Special Backfill 171 C.Y.
Dr. Exc. 186 C.Y.

Areas restricted,
See Specifications.

+50 Inst. 18" Pipe-102'
Inst. 2 End Sections
Under Pavt.-24'
Const. Outlet Ditch
Dr. Exc. 55 C.Y.

444+97.69 P.S.
+30 Extend Existing 24" CMP-30'±
Inst. End Section, Rt.
Dr. Exc. 5 C.Y.

L 400' Sp
S=8°00'
a=1.0

L 4°00' C.R.
Δ=25°39'00"
R=505.10'

Const. Temp. Structure

Meet Exist. R.R. Grade

R.R. Subgrade 0.0

Emb. 5186 (R.R. Rock Slope Protection)

Emb. 4368 (R.R. Above Elev. 888)

Emb. 29319 (R.R. Below 88.5)

RAILROAD REVISION

R.R. 505

R.R. 510

95.50

503+73.9

Beg. R.R. Rev.

El. 95.00
HP" G 1+80 +
R.R. 510 +10

-10.0

5

100' V.C.

500' V.C.

Trans. Grade 12.44 & E 0.0

+0.7

+25 El. 133.11

Arc 61.87'

140

190

120

141

440

Const. Temp. Structure

+70 Inst. 24" Pipe-118'
Inst. 2 End Sections
Under Pavt. 24'
Dr. Exc. 100 Cu. Yd.

RECEIVED
AUG 6 - 1965

FOR FILING
F-80N-2(9)43
6541

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 2, 1965

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
Salem

SUBJECT: Traffic Delays
Cascade Locks-Mitchell Point
Columbia River Highway

NOTED
F. B. KLABOE

This date at the request of Messrs. Porter and Klaboe, I had a meeting with the Port Commissions of Hood River and Cascade Locks, at which meeting we discussed the possibility of renting two toll bridges and of establishing equitable hourly rates for such rental.

At 10 a.m. I met with the Administrator, Mr. Badley, and two commissioners, Dr. Wells and Mr. Sherwood, of the Port of Hood River. I explained to them the conditions on the job and the fact that the need for excavating so much rock immediately adjacent to the existing highway had caused some fairly lengthy delays to traffic and that despite care and precaution, lengthy delays could conceivably result again. I indicated our desire to handle our traffic as conveniently as possible for the traffic and it was our feeling that should an inadvertent lengthy delay occur in the future we may wish to move quickly and route our traffic over the toll bridges; that if we did this we wish to consider an arrangement with the appropriate authorities whereby we would rent the structures on an hourly basis and allow traffic to move across toll free. The Port Commission had tabulations which indicated the hourly amount of money which they collected in tolls during our highway closure of last Wednesday, July 28. Their figure was $182.40 per hour. We also made an inspection of their structure, which had been recently painted, and they pointed out the fact that due to its narrowness that when subjected to heavy traffic, including many trucks, the wheel guards were well scraped and blackened and that as a consequence they had an abnormal maintenance cost.

At 2 p.m. I met with Mr. Wenzel, Administrator of the Port of Cascade Locks, together with three commissioners of the Port of Cascade Locks, and also present at the request of Cascade Locks was the Manager of the Port of Hood River. Mr. Wenzel indicated that their recent experience with our traffic indicated a total hourly toll of $187. We covered the same ground again, and on conclusion both Ports indicated

that for short term arrangements of relatively few hours' duration that they would rent their bridges for $185 each. I suggested that there was perhaps room to work out an entirely different rate which would prevail from perhaps 9 p.m. to 5 a.m. due to the fairly large decrease in traffic during those hours, and they indicated that this would probably be warranted and could possibly be arrived at by taking a 24-hour count and reducing their $185 per hour figure by the ratio of traffic at the different periods.

I do not believe that we are going to get a rate per hour for these bridges that will be less than these gentlemen can collect. I recommend that we approach the contractor on this project and come to an understanding of procedures to be followed should lengthy delays occur and that we approach the contractor with the idea in mind of sharing the cost of bridge rental, the contractor's share to be based on the proportion of total traffic across the bridges which was generated by his road closure and our portion to be that volume of traffic which would normally have used the bridges without the closure. If an arrangement can be made or at least an understanding be had with the contractor concerning this procedure then I would suggest a formalized agreement with the two Port Commissions, again establishing procedures to be followed and rates to be paid for lease of their structures. If we close the road and require the use of these bridges, trucks would be directed into Washington--some of which would not have Washington PUC's. This matter should be cleared up. I will go no further until advised.

L. W. Rulien
Division Engineer

LWR/lh

cc: F. D. Morgan

RECEIVED
AUG 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

I-80N-2(9) Cascade Locks-Mitchell Pt. 1965
43 Sec., Columbia River Hwy. (Grad.
#6541 & Structs.) Folder # 3

RECEIVED
JUL 29 1965
FOR FILING
I-80N-2(9)43
6541

Salem, Oregon 97310
July 29, 1965

Cascade Locks-Mitchell Point

Mr. L. W. Rulien
Division Engineer
Portland, Oregon

At about 2:00 p.m. on July 28 the contractor set off a shot which resulted in the closure of the Columbia River Highway for an estimated period of about five hours. The contract for this project states that the contractor will be allowed to close the highway for periods not to exceed 30 minutes and at times approved by the engineer.

While we realize that blasting operations do not always turn out as they are planned, we desire to hold to the intent of the specification as closely as possible.

You should contact the company and advise them of this fact and also advise them that you are negotiating with the Hood River and Cascade Locks bridge authority for the use of their structures on a toll-free basis if and whenever any such closure again occurs. We will expect to collect from this contractor the amount of money expended by us for toll charges and any such other damages as we may be required to pay as a result of closures longer than the specified period.

F. B. Klabee
Assistant State Highway Engineer

FBK:erb

cc: Mr. R. L. Porter
Mr. F. D. Morgan

RECEIVED
AUG 2 1965

FOR FILING

I-80N-2(9)43

6541

To:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
July 28, 1965

SUBJECT: Cascade Locks-Mitchell Pt. Sect.
Columbia River Highway
Contract No. 6541

Mr. F. D. Morgan
Construction Engineer
Salem

Reference is made to Mr. Klaboe's letter of July 22 regarding the salvaging of the rock masonry walls along the old Columbia River Highway. The salvaging of this rock material was included and specified in the clearing and grubbing for this project and most of the usable material has been stockpiled in adjacent areas, mostly at Summit Creek. There is some of this material which it is not feasible to salvage, but we are able to salvage most of it and the stockpile of cut stone should last us for many years to come.

Some of this stone material was salvaged by our State Parks Department before the specifications were revised to include the salvage work under the contract, and they have a sizable stockpile of this material also for use in constructing various park facilities.

L. W. Rulien
Division Engineer

by C. T. Keasey
C. T. Keasey
Assistant Division Engineer

NOTED
LLOYD P. SHAW

REFERRED TO
By Asst. State Hwy. Engr.

Copy To Talbot
7-30-65

CTK:fb
cc Glenn Starkey

7-29-65
Copy to F.B. Klaboe
per Bond -
Bjn

NOTED
F. B. KLABOE

RECEIVED
JUL 29 1965
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
RECEIVED
JUL 29 1965

RECEIVED
JUL 28 1965
FOR FILING

I-SON-2(9)43

6541

July 27, 1965

Mrs. Lois Siegmund
Executive Department
State Capitol
Salem, Oregon 97310

Dear Mrs. Siegmund:

Attached is a suggested reply to Mrs. Victor Bilyeu of Portland relative to the old stone work in the Columbia Gorge. I am not sure whether you wish to reply to her inquiry.

Mrs. Bilyeu was contacted by Assistant Highway Engineer Shaw and he thinks she was satisfied after the matter was thoroughly explained to her.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
att.

cc Mr. Forrest Cooper
Mr. Lloyd P. Shaw
Mr. Victor D. Wolfe

Suggested Reply for the Governor's Consideration

July 27, 1965

Mrs. Victor Bilyeu
7401 S. W. Corbett
Portland, Oregon

Dear Mrs. Bilyeu:

The Highway Department reports that you were contacted in regard to the removal of cut stone masonry between Cascade Locks and Mitchell Point. I can readily appreciate your concern over loss of this fine old work which is seldom used in present-day construction because of cost and scarcity of workers skilled in the art of stone cutting.

I am sure the plan to reuse the stone, which must be removed because of freeway construction, will meet with your approval. Some alteration will be necessary in the parks in the Columbia Gorge following completion of the freeway and the artistic old walls can be used again in the environment most suited to them.

LPS:ajw ms

RECEIVED
JUL 23 1965
FOR FILE

I-8SN-2(9)43

6541

Salem, Oregon 97310
July 22, 1965

Cascade Locks-Mitchell Point

Mr. F. D. Morgan
Construction Engineer
B U I L D I N G

The construction of this project requires the removal of certain portions of the masonry wall supporting the old Columbia River Highway. I understand that we are salvaging this rock material and stockpiling it for future use in adjacent parks and rest area locations.

I would like to emphasize the need to continue to salvage all of this material. You may know that we are getting many letters of criticism about the destruction of these walls; however, we hope to satisfy their criticisms with the statement that the rocks will be re-used wherever possible.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

RECEIVED
JUL 23 1965
FOR FILING

I-80N-2(9)43
6541

Salem, Oregon
July 21, 1965

Mr. Lloyd F. Shaw
Assistant State Highway Engineer

O F F I C E

On this date, Mrs. Siegmund of the Governor's office stated that they had a telephonic complaint from a Mrs. Victor Bilyeu, 7401 S. W. Corbett, Portland, (telephone 244-1577) regarding the destruction of some stone arches on the Columbia River Highway. This is in connection with the Cascade Locks-Hitchell Point Section.

The complainant requested that every step possible be taken to preserve these historic landmarks and Mrs. Siegmund asked that we contact Mrs. Bilyeu in an effort to calm her fears.

Will you please call the lady.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. Victor D. Wolfe

RECEIVED
AUG 3 - 1965
COMMISSIONERS
FOR FILING
I-80N-2(9)43
6541

GLENN L. JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
DAVID S. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM, 97310

WHITE COPY

RECEIVED
JUL 23 1965
FOR FILING
I-80N-2(9)43
6541

July 21, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: Cascade Locks-Mitchell Point Section, Columbia River Highway, Hood River County

Dear Sir:

Please refer to your Memorandum 06-33.2-24 dated June 17 in regards to the Viento Interchange area.

The box culvert will be increased in depth from six to seven feet and constructed on a straight grade and alignment. The mainline grade will remain as originally designed. In holding the mainline grade, the box culvert will be deeper in the ground and the inlet channel will have to be deepened.

In this proposal, a sump has been designed to be constructed upstream from the box culvert in the Viento Creek channel. The sump will provide an area for collection of material that would have a tendency to plug the culvert.

The additional cost for the construction of the sump will be approximately $1,000. The cost involved would be for additional excavation. Unit costs from the contract were used.

The following data for the above design is being transmitted to you for your review:

1 Hell Plan
1 Hell Profile and Cross Sections
1 Sheet Estimate

We request your participation in the construction of this sump. Your early attention to this would be greatly appreciated.

Very truly yours,

Encls.

Forrest Cooper
State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. L. H. Young
Mr. L. W. Rulien

By

F. B. Klaben
Assistant State Highway Engineer

DEK:fp srb

FORM S-1233 REV 3-65

RECEIVED
JUL 23 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. [illegible]
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-80N-2(9)43
6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 19, 1965

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

Attention: Mr. W. G. Johnson

RE: Additional width for Signal Mounds
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Contract No. 6541
Your File D 315 - 2 - 8

Gentlemen:

Your estimate and sketch map for the additional width of roadbed at signal mound locations, as submitted with your letter of June 18, 1965, have been approved by the State and the Bureau of Public Roads. Authorization to proceed with this work as of July 14, 1965 was granted by the Bureau of Public Roads.

By copies of this letter, we are advising our Division and Resident Engineers they may proceed with this work as outlined in your June 18 letter.

Very truly yours,

F. D. Morgan
Construction Engineer

By [illegible]

T. W. Litchfield
Utilities Liaison Engineer

NOTED
F. B. KLABOE

TWL:fp
cc F. B. Klaboe
A. W. Parsons
L. H. Young
L. W. Rulien
G. A. Starkey
Jack Hesla

RECEIVED
JUL 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form CO-12
(11-63)
(Prescribed by
A.O. 206-11)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

I-80N-2(9)43

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

16541

DATE: July 14, 1965

In reply refer to: 08-35.4-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Union Pacific Railroad
Additional Work-Relocation A

We have reviewed the subject railroad's request for 5-foot additional width of roadbed at railroad signal mound locations in connection with the subject project as submitted by Mr. Litchfield's July 7, 1965 letter and find the proposal satisfactory.

We hereby authorize you to proceed with the additional work effective this date.

REFERRED TO
Litchfield
By Asst. State Hwy. Engr.

copy to Nilgan
7-19-65

NOTED
A. B. KLABOE

RECEIVED
JUL 16 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 16 1965
FOR FILING

W. D. JOHNSON
SUPERINTENDENT
OREGON DIVISION

I-80N-2(9)43

6541

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JULY 9, 1965

(File Ref. D 315.2 - 8)

RECEIVED
JUL 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION BUREAU
RECEIVED
JUL 12 1965

ROUTE ☐ ☐ ☐ ☐ ☐
GA ASH MAIN COR

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Reference is made to your letter of May 18 relative to raising the flow line elevations of the Railroad's 132-inch and 108-inch structural plate pipe culverts to be installed on Railroad Relocations "D" and "E" respectively, in connection with FAP I-80N-2(9)43, reconstruction of the Columbia River Highway, Cascade Locks - Mitchell Point Section.

Wish to advise that after reviewing the proposed installations, in light of the past winter storms and information given in your letter the Railroad desires to have the culverts installed at elevation 69.0 as indicated on the attached cross-section sheet dated June 17, 1965 prepared in the office of our Division Engineer. It will be noted, however, that location of the proposed culverts has been changed to Sta. 715+50 for the 132-inch on Relocation "D" and Sta. 810+20 for the 108-inch on Relocation "E". Will you and Resident Engineer, Mr. Glenn A. Starkey arrange to have the culverts installed accordingly.

Am attaching to Mr. Starkey's copy of this letter for handling with the State's Contractor, 3 prints of the Railroad's cross-section drawing.

Yours very truly,

NOTED
F. B. KLABOE

W. D. Johnson

Copies to:
FB Klaboe
ID Merchant
FD Morgan
LW Rulien
7-13-65
I

enc.

cc: Mr. Glenn A. Starkey, Res. Engr., Oregon State Hwy. Dept.,
P. O. Box 716, Hood River, Oregon.

Form E-[illegible]

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

FROM B.P.R. OREGON DIVISION

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 1 - 1965 By
Title U.S. Bureau of Public Roads

I-80N-5(9)43
6241

Project Name Cascade Locks-Mitchell Point Date July 19
Highway Columbia River Contract No. 6241
County Hood River Prefix 81A-1049
Contractor Morrison-Knudsen Co. Inc. F. A. Project No. I-80N-5(9)43
Address Box 298, Cascade Locks, Oregon Order No. 10 Group 1 - 1 Supplemental

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:
Compensation for clearing outside limits of contract.

Location by station numbers:
774 to 779 Rt.

Estimate of quantities and cost:

Labor	$ 1,300.00
Equipment	600.00
Material	100.00
Total Additional	$ 2,000.00
Previously Authorized	$ 4,600.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

A large deposit of talus which does not show in the plans must be excavated. Approximately 1 acre of clearing outside the contract limits is involved. It is anticipated that work will be done about August 1, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 7,793,750.00
Present estimate of project cost, including $ 2,000.00 for work under this order	7,793,750.00
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	0

Approval as to right of way action by Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey Resident Engineer

Approval Recommended: /s/ H. Kensey Division Engineer

State Treasurer Orig & Young 7-27-65

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approved /s/ L. H. Young Deputy State Highway Engineer & Assistant Chief Engineer Office Engineer.

NOTED
F. B. K[illegible]

FORM E-128X 50M 9-64

RECEIVED
JUL 12 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-80N-2(9)43

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 7, 1965

Mr. A.W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Re: Additional Width for Signal Mounds
Relocation "A"
Cascade Locks-Mitchell Point Section
Columbia River Highway - Hood River Co.

Project No. I-80N-2(9)43 - Contract 6541
UPRR File No. D 315-2-8

Dear Sir:

Herewith you will find two copies of a letter dated June 18, 1965 from the Union Pacific Railroad requesting 5-foot additional width, as shown on attached sketch, at Stations 316+62 and 339+72 on this project. This additional width is requested on the northerly side only and is to accommodate their proposed service road for off-track equipment. As outlined in the above-mentioned letter, this is necessitated by the deletion of the riprap blanket in this area.

It is anticipated this work will be performed at existing unit prices.

Your approval of this additional work in Relocation "A" is requested.

Very truly yours,

F.D. Morgan
Construction Engineer

By

Phil G. Preston

for T.W. Litchfield
Utilities Liaison Engineer

NOTED
F.B. KLABOE

Attachments

cc: F.B. Klaboe
V.L. Gallagher (2)
L.W. Rulien
Glenn Starkey
Jack Heslor

PGP:jp

RECEIVED
JUL 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form CD-121 (11-63) (Prec. by A.D. 206-16)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

I-80N-2(9)43

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 22, 1965

In reply refer to: 08-35.4-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Union Pacific Railroad - Additional Work

We have reviewed the subject railroad's proposal for additional work on this project as submitted by Mr. Litchfield's June 15, 1965 letter, and find it satisfactory.

We hereby authorize you to proceed with the additional work effective this date as an extention of the original Railroad Agreement.

Sign to Litchfield
copy to Young
6-25-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 21 1965

Form CO-12 (11-63) (Prea. by A.O. 20-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

I-80N-2(9)43

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: June 17, 1965

In reply refer to: 08-35.2-DA

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Viento Interchange

Mr. Klaboe's letter dated June 15 requests our concurrence and participation in a revision of the Viento Interchange in order to facilitate drainage from Viento Creek. This revision is estimated to increase the cost of this interchange by approximately $465,000.

Our review of this problem indicates that some revision of the grade lines in this area would be desirable to eliminate the grade change in the concrete box culvert at Sta. 782+95; however, the complete revision of the interchange pattern is not necessary. Mr. Klaboe's letter indicates that in the event of a flood similar to the December 1964 flood, the interchange would have been closed because the crossroad which passes under the freeway would have been flooded. Since this interchange is basically to serve the Viento Park area, and only a couple familes reside in the area, the infrequent flooding of the crossroad is not considered a critical situation. It has been estimated that the additional cost to raise the mainline approximately four feet at the box culvert and to increase the depth of the box culvert from six feet to seven feet, to allow for easier cleaning, is between $100,000 and $125,000.

This office will approve a change in plans to modify the grade line and increase the depth of box as suggested. If the State desires to go ahead with the plan as suggested in Mr. Klaboe's letter our participation would be limited to the cost of the alternate plan as suggested above.

cc {Babler, Young}

RECEIVED
JUN 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. R. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form CF-12) (11-63) (Prea. by A.O. 20-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

FOR FILING — I-80N-2(9)43

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 16, 1965

In reply refer to: 08-35.4-DA-1

6541

FROM: T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Columbia River Highway

We wish to bring to your attention what appears to be an unnecessary exposure to claims for delays by contractors relative to administration of the structures portion of subject project.

Early in March we were made aware of the need for a raise in grade of the Oxbow Service road across Herman Creek and indicated our concurrence at that time.

It is our understanding that a modified design was prepared which changed from a reinforced concrete deck girder to a slab span, although it was only necessary to increase the length twenty-feet without other change. We also understand the contractor objected to this change on principle.

It was then and is now our understanding that the grade raise made was adequate to give the desired opening utilizing the same basic structure design, and that no further raise of the beam bottom was necessary.

Inspection of the project at this time reveals the contractor's operation to be quite restricted due to inability to work on this structure or the one at Viento, which we understand is also the subject of some discussion.

On the basis of the above, the possibility of claims for delays and indecision looms large to us and we feel some steps should be taken immediately to avoid them.

cc Edwards
Boig to Morgan
Young
Marchant 6-23-65

Morgan please release hold on Viento Structure. MM

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Structure released.

RECEIVED
JUN 16 1965
FOR FILING
6541

June 15, 1965

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Cascade Locks-Hitchell Point
Deckdam, Columbia River Highway
Hood River County

Dear Mr. Parsons:

Due to the flooding that occurred at Viento Creek on the above project during the December, 1964 flood, the design of the Viento Interchange has been reviewed. As a result of this review, the interchange has been redesigned.

The "E" line, which is the leg of the interchange that crosses Interstate 80N, was carried under the freeway on the original design and on the construction plans. If the interchange had been constructed at the time of the flood, the "E" line would have flooded and been closed to traffic with the possibility of complete washout. In the redesigned plan, the "E" line has been carried over the freeway. The grade of the main line remains as was originally established. This reverse of design will raise the entire interchange above flooding.

The original design for the 10' x 6' concrete box culvert for Viento Creek had an angle in the alignment as well as a break in grade of the flowline. This culvert was redesigned to a 10' x 7' concrete box culvert with straight alignment and a straight grade. The additional height is to make it easier to get equipment in the culvert to clean out gravel and other debris that collects there.

An inlet and outlet concrete flume has been added to the new design. In the existing 10' x 6' box culvert, it is felt that the buildup of deposits of gravel in the outfall channel reduced the velocity of the water enough that debris built up and finally blocked the culvert. It is expected that the addition of the flumes to the new culvert will increase the velocity and help to clean the culvert.

An overflow channel has also been included in the project design. Should the Viemba Creek culvert be blocked, the water would overflow across the parking area into the overflow channel opposite centerline Station 762. This water would be carried to the west between the "B" line, on-ramp going east, and the "F" line, access to Viemba Park. Two additional concrete box culverts will have to be constructed in the overflow channel. One will be under the "F" line and the second one to be constructed at centerline Station 767+60. The 36-inch corrugated metal pipe at Station 760+96 will not be installed.

The additional cost of the new design over the original will be approximately $45,000. The major part of this cost is the additional excavation material needed to raise the interchange ramps. The new design was worked on the basis of borrow for the additional material and contract unit prices were used to arrive at the above cost. If it should develop that during construction there is excess material on the project, the hauling of this material may be less than borrowing and would reduce the cost.

The following data on the new design is being transmitted to you for your information:

1 Sail Plan
1 Sail Cross Section
1 Sail Profiles of main line and ramps
1 Sail Profile of concrete box culvert
1 Sail Profile of overflow channel
1 Copy of the estimate of additional cost.

Your early approval and participation is requested on the reassigned Viemba Interchange.

Very truly yours,

Ferrest Cooper
State Highway Engineer

By

F. H. Klaben
Assistant State Highway Engineer

cc: Mr. Ferrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. L. H. Young
Mr. L. W. Hulion

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

Sheet 3 of 3 Sheets

Section Coos Bay - Mitchell Point Unit Yaquina Interchange
Highway Yaquina River County Lincoln Prefix
Length Designer A Davies Draftsman Date 7 June 65

~~Grading and~~ Surfacing Items

Item	Unit	Net	10% Allow	Gross	Price	Amount
Metal Guard Rail	Lin. Ft.	4125	413	4538	$3.00	$11,975
Rail End Dram	One	-2	-	-2	$6.00	-12
Type "C" Barricade	Lin. Ft.	-675	68	-743	$3.50	-2600
Sawing Steel pile Barricade	" "	-675	68	-743	$1.50	-1115
Concrete Curb, Type "C"	Cu Yd.	-3.5	1.3	-14	$70.00	-980
Concrete Surface Mat'l in Place	Ton	-820	83	-903	$3.00	-2709
2" Mat'l in Place	Ton	62	6	68	$3.00	204
Spec. Lining	M Gal	-16	2	-18	$2.50	-45
Plant mix Bituminous Base	"	-203	20	-223	$8.50	-1896
Asphalt Concrete	"	121	12	133	$8.50	1131
	"					
	"					

Total $6,938

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

Sheet 2 of 3 Sheets

Section Coos Bay - Mitchell Point Unit Virgin Inter
Highway Coos River County Coos River Prefix
Length 0.1 Designer A Davies Draftsman Date 7 June 65

Grading ~~and Surfacing~~ Items

Item	Unit	Net	10% Allow	Gross	Price	Amount
Roadway Excavation	Cu.Yd.	60	6	66	$5.00	$330
Borrow Excavation Rdwy	" "	243,586	24,259	268,845	0.915	257,615
Channel Excavation	" "	38,792	3878	42,670	0.965	41,177
Hauling & Placing Materials	" "				0.45	
Seeding	Acre	3	1	4	125.00	500
Mulching	"	3	1	4	280.00	1120
Loose Riprap	Cu.Yd.	4075	408	4483	3.50	15,691
12" Culvert Pipe	Lin.Ft.	-158	-16	-174	3.50	-609
15" " "	" "	14	1	15	4.50	68
24" " "	" "	-30	-3	-33	10.00	-330
18" Conc. Steel Pipe	" "	148	15	163	6.50	1060
Flaring Culvert Pipe	" "	-32	3	-35	4.00	-140
12" Culvert End Sections	One	5	-	5	30.00	150
Concrete Inlet, Type G	"	-2	-	-2	115.00	-230
" " , Type D	"	-1		-1	130.00	-130
Concrete Manhole	"	-2		-2	500.00	-1000
Class A Concrete in Box Culverts & Flumes	Cu.Yd.	521	52	573	85.00	48705
Metal Reinforcement in Box Culverts & Flumes	Lb.	90316	9032	99348	0.13	12,915
1" Plastic Water Pipe	Lin.Ft.	20	2	22	1.00	22
2" " " "		500	50	550	1.10	605
Type 3 Fence	Rod	33	3	36	42.00	1512

Total $378,921

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

Difference Between U-Xing & Exist. Cont. Sheet 1 of 3 Sheets

Section Lyle - Mitchell Point Unit Viento Inter.
Highway Columbia River County Hood River Prefix
Length 1.14 Designer A. Davies Draftsman Date 7 Jun 85
Signed Title

Grading & Drainage		$ 372,921
Surfacing		$ 6933
Extra Work		
Trash Rock	$ 10,000	
Total Extra Work		$ 10,000
TOTAL		$ 395,859
+ 20% Engineering and Contingencies		$ 79,172
Structures		
[illegible]	$ -11,400	
Total Structures		$ -11,400
Right of Way		$
Total Estimated Cost		$ 463,631

FORM E-128X 50M 12-62

RECEIVED
JUN 15 1965
COMMISSIONERS' FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-84N-2(9)43
6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 15, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Additional Railroad Work
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Contract No. 6541
Project No. I-80N-2(9)43

Dear Sir:

Attached you will find two copies each of letters from the Union Pacific Railroad Company dated May 24, 1965 and June 2, 1965 in which they outline the need for additional communication line protection on this project.

Please refer to Exhibit "H" of the Railroad Agreement for this project. You will note in paragraph 3 of the May 24 letter that it will be unnecessary to protect the communication lines in the area of RR M.P. 48.75. However, they point out protection is needed near RR M.P. 56.6 (Highway Station 855±) and between RR M.P. 57.75 and 58.1 (Highway Stations 915 to 936±).

The additional cost as stated in the June 2 letter will result in a net increase in the original estimate of $4,335. These costs should be added to item 2 of Exhibit "H" and item 1 should be deleted.

Your approval of and authorization to proceed with this additional work is requested.

Very truly yours,

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

Attachments

cc: F. B. Klaboe
L. H. Young
L. W. Rulien
Glenn Starkey

RECEIVED
JUN 15 1965
OFFICE OF
STATE HIGHWAY ENGINEER

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JUNE 2, 1965

(File Ref. D 315 - 2 - 8)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

CONSTRUCTION DIVISION
RECEIVED
JUN 7 1965
NOTED

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Supplementing my letter of May 24 relative to protecting the Railroad's communication lines due to blasting in highway cuts on the above-captioned project:

Wish to advise that it is tentatively estimated that the cost of installing Copperweld wire to replace bare copper communication line wires in vicinity of Railroad MP 56.6, is $390, of which $85 is for labor and $305 is for material. To temporarily install underground cable to protect the communication lines between Railroad Mileposts 57.75 and 58.1 in vicinity of Mitchell Point, it is tentatively estimated that this will cost $5,695, $3,255 for labor and $2,440 for material. If the State's Contractor can perform the trench excavation, there should be a net savings in Railroad cost of about $800.

As stated in my letter of May 24, your cooperation in directing the Contractor's work to minimize danger to the communication lines, will be appreciated.

Yours very truly,

W. G. Johnson

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MAY 24, 1965

(File Ref. D 315 - 2 - 8)

Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

As you are aware, it is necessary for the Railroad Company to protect its communication and signal wire lines and facilities from blasting operations by the State's Contractor, MORRISON-KNUDSEN COMPANY, INC. on the above-captioned project, and in certain locations due to close proximity of heavy blasting in highway cuts rearrangements are required to insure uninterrupted service.

It is extremely important to the Railroad that its wire lines remain in service but particularly so with respect to certain communication circuits and, for this reason, in line with our agreement of JUNE 10, 1963 we are proceeding with arrangements to temporarily relocate the communication circuits in vicinity of Railroad's Mileposts 52 and 54.

Since it has developed that the rocky materials in vicinity of Railroad MP 48.75 will not require blasting as anticipated the Railroad does not now feel it necessary to protect the wire lines as originally planned in this region. There are, however, two areas in which blasting of highway cuts present a real hazard to the Railroad's wire lines which were not specified in the agreement. One is located at Railroad MP 56.6 and the other at Mitchell Point between Railroad MP 57.75 and 58.1. At the first location, we intend to protect the communication circuits by replacing the bare wire with insulated wire, and at the second location by placing the circuits in underground cable.

#2
Mr. Glenn A. Starkey

May 24, 1965

There is a limitation on the amount of cable that can be used in the communication lines between Portland and Hinkle, Oregon, due to the added electrical resistance and, for this reason, it is proposed to delay placing the circuits in cable at Mitchell Point until after the hazard has been removed in vicinity of Railroad Mileposts 52 and 54 and circuits restored to open-wire lines in these areas. Understand from conversation with the Contractor's Project Manager that he does not intend to begin blasting and excavation operations on the Mitchell Point highway cut until finished with other highway cuts to the west; and it is anticipated that his work on Mitchell Point will be carried on during the coming winter.

To protect the Railroad's signal lines and facilities, as soon as transportation can be arranged it is proposed to assign a signalman to the project to cut signal power for blasting and make emergency repairs as required. The assignment of this signalman will depend on outcome of negotiations now in progress between this office and the Highway Department at Salem concerning use of outside-party vehicles by the Railroad on State projects.

In line with the foregoing, your cooperation in directing the Contractor's work to minimize danger to the Railroad's property will be appreciated.

Yours very truly,

WGJ
W. G. Johnson

cc: Mr. T. W. Litchfield,
Utilities Liaison Engineer
Oregon State Highway Department
Salem, Oregon 97310

Mr. W. W. Hudson,
Project Manager
Morrison-Knudsen Company, Inc.
P. O. Box 298
Cascade Locks, Oregon 97014

CONSTRUCTION DIVISION
RECEIVED
MAY 25 1965

RECEIVED
JUN 1 1965
FOR FILING
I-84N-2(9)43
6541

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date May 28, 1965
Title Div. Engineer
U.S. Bureau of Public Roads

Project Name Cascade Locks-Mitchell Pt. Date May 27, 1965

Highway Columbia River Contract No. 6541

County Hood River Prefix 614-1049

Contractor Morrison-Knudsen Co. Inc. F. A. Project No. I-84ON-2(9)43

Address Box 298, Cascade Locks, Oregon Order No. 12

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove deposit in existing 42" Culvert.

Location by station numbers:

596+60

Estimate of quantities and cost:

Equipment	$ 200.00
Labor	700.00
Materials	100.00
Total	$1,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Approximately 2/3 of the area of this culvert is obstructed by granular deposit. Culvert must be cleaned before extension and catch inlet are installed. No provision for cleaning under contract bid items. Work must begin about June 2, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 7,793,750.25
Present estimate of project cost, including $ 1,000 for work under this order	$ 7,793,750.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey, Resident Engineer

Approval Recommended: /s/ F. D. Morgan, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey, Division Engineer

Approved /s/ L. H. Young, [illegible] Engineer
Office

State Printing

only to Young 6-10-65

RECEIVED
MAY 25 1965
ENGINEERING

FORM E-1822 REM 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
May 18, 1965

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Design of Structural Plate Culverts
Railroad Relocations "D" and "E"
at Lindsey and Viento Creeks
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Contract No. 6541
Project No. I-80N-2(9)43
YOUR FILE: D 315 - 2 - 8

Gentlemen:

It has been brought out in recent telephone discussions with your representatives that it is the desire of the railroad to raise the flow line elevations of the 132-inch and 108-inch structural plate pipe which are shown on the construction plans to cross your new railroad grade at railroad Stations 687+70 and 811+00.

On May 18, 1965 I contacted Mr. B. E. Carnegie of the Fish Commission of Oregon and he advised that these pipes should not be raised to have an invert elevation higher than 69.00 feet.

Attached you will find a copy of a letter from our Research Engineer, Mr. John C. Jenkins, to our Chief Designer, Mr. Frank Hall, dated October 21, 1959, after making a study which lead to the design as shown on the plans.

In light of the Christmas flood of last year I am asking our Research Section to review this proposed change to determine what effect raising the flow line of these culverts will have on the new highway. I suggest you make an engineering analysis before proceeding with this change in design.

Mr. Carnegie may be reached at Room 307, State Office Building, Portland 97201, Phone 226-2161, Extension 476.

TWL:bjm

cc: Mr. B. E. Carnegie
Fish Commission

F. B. Klaboe
L. W. Rulien
Glenn Starkey
W. H. Tebeau

Very truly yours,

F. D. Moryan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
MAY 19 1965
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
RECEIVED
MAY 12 1965

Salem, Oregon
October 21, 19[illegible]

Mr. Frank Hall

Lindsey, Warren and Viento
Creeks, Lyath-Viento Section
Columbia River Highway

We have made an investigation of Lindsey, Warren and Viento Creeks and the culverts necessary to convey these streams through the proposed railroad embankments.

Warren and Lindsey Creeks will discharge through the present and proposed highway drainage structures into a pond of 45-acre surface area and thence through the proposed railroad embankment into the Columbia River. Our computations indicate that the storage effect of the pond will be quite effective in reducing the peak discharge through the railroad culvert.

In view of the fact that virtually all of the private property between the present and proposed railroad embankments is now under water, even at minimum Bonneville pool elevation 72.0 feet, we can not see how the property could be damaged by a head differential of perhaps 2.5 feet at the proposed railroad culverts however, it would be well to be protected against any future claims by a flowage easement. Without this easement, the Department should construct culverts which would cause but minimum back-water, say 0.5 to 1.0 feet.

It is quite likely that the peak discharge on the small streams would occur during the winter when the Columbia River is at low stage. The Columbia River elevation used for establishing the elevation of the culverts was 75.0 feet. If the proposed culvert crowns are kept below this elevation, the culverts will operate most efficiently for all discharges, the drift problem will be minimized and trash interests should be satisfied. No consideration has been given to possible use of a culvert by small boats.

The headwater on the culvert will rise with the tail water in the stream. For a repetition of the 1894 flood the river could be expected to reach 91 feet with present regulation. The maximum allowable head, 2.5 feet, will be the difference between this elevation and the elevation of the low point on the highway near Lindsey Creek - 93.5 feet. The possibility of the pond elevation ever reaching this elevation is very remote.

Table I is a tabulation of several culvert sizes taking advantage of pond storage peak reduction and a moderate head and culverts required to maintain minimum head.

TABLE I

CULVERT OPPOSITE HIGHWAY STATION 645

(Columbia River assumed at 75 foot elevation)

Culvert Size	Invert Elev.	Moderate Head Ft.	Headwater Elev.	Q cfs	V fps	Minimum Head Peak Discharge 1,000 c.f.s. Head Ft.	Headwater Elev.	V fps
1-120"	65	2.7	77.7	870	9.54			
1-132"	64	2.2	77.2	740	7.51			
2-132"	64					1.1	76.1	5.45
3-132"	64					0.5	75.5	3.50
1-10'x10'	65	1.5	76.5	530	8.10			
2-10'x10'	65					0.5	75.5	4.15
1-12'x12'	63					1.1	76.1	5.74

The pond between the present and proposed railroad roadbeds between Stations 760 and 775, Viento Creek, will contain 12 acres; the river elevation will be essentially the same as at Lindsey and Warren Creeks. The railroad here is at an elevation of about 100 feet and the highway is higher so there is no problem of drainage to roadbeds due to a reasonable amount of backwater from the proposed railroad culvert. Here, again, it would be wise to secure a flowage easement over the private property between the railroad roadbeds. The reduction of culvert required would more than offset any expense involved.

Table II shows the results of the investigation of this pond.

TABLE II

CULVERT OPPOSITE HIGHWAY STATION 765

(Columbia River assumed at 75 foot elevation)

Culvert Size	Invert Elev.	Moderate Head Ft.	Headwater Elev.	Q cfs	V fps	Minimum Head Peak Discharge - 1,000 c.f.s. Head Ft.	Headwater Elev.	V fps
1-84"	67	3.7	73.7	360	9.35			
1-96"	67	2.5	75.5	393	7.82			
1-132"	64	2.0	76.0			1.0	76.0	5.05
1-144"	63					0.7	75.7	4.15
1-7'x7'	67	1.7	76.7	420	8.58			
1-9'x9'	66					0.8	75.8	5.93
1-10'x10'	65					0.5	75.5	4.10

JCJ:gm
cc Mr. G. S. Fenton

John C. Jenkins

TABLE I

CULVERT OPPOSITE HIGHWAY STATION 645

(Columbia River assumed at 75 feet elevation)

Culvert Size	Invert Elev.	Moderate Head Ft.	Headwater Elev.	Q cfs	V fps	Minimum Head Peak Discharge 1,000 cfs. Head Ft.	Headwater Elev.	V fps
1-120"	65	2.7	77.7	870	8.54			
1-132"	64	2.2	77.2	720	7.58			
2-132"	64					1.1	76.1	5.45
3-132"	64					0.5	75.5	3.30
1-20'x10'	65	1.5	76.5	930	6.10			
2-10'x10'	65					0.5	75.5	4.25
1-12'x12'	63					1.1	76.1	5.74

The pond between the present and proposed railroad roadbeds between Stations 760 and 775, Vlento Creek, will contain 12 acres; the river elevation will be essentially the same as at Lindsay and Warren Creeks. The railroad here is at an elevation of about 1.0 feet and the highway is higher so there is no problem of drainage to woodbeds due to a reasonable amount of backwater from the proposed railroad culvert. Here, again, it would be wise to secure a flowage easement over the private property between the railroad roadbeds. The reduction of culvert required would more than offset any expense involved.

Table II shows the results of the investigation of this pond.

TABLE II

CULVERT OPPOSITE HIGHWAY STATION 765

(Columbia River assumed at 75 feet elevation)

Culvert Size	Invert Elev.	Moderate Head Ft.	Headwater Elev.	Q cfs	V fps	Minimum Head Peak Discharge - 1,000 cfs Head Ft.	Headwater Elev.	V fps
1-84"	67	3.7	73.7	560	9.35			
1-96"	67	2.5	71.5	393	7.82			
1-132"	64	2.0	77.0			1.0	76.0	5.05
1-144"	63					0.7	75.7	4.45
1-7'x7'	67	1.7	76.7	420	8.58			
1-9'x9'	66					0.3	75.8	5.93
1-10'x10'	65					0.5	75.5	4.80

JCJ:gm
cc Mr. G. B. Fuzzon

John C. Jenkins

RECEIVED
MAY 13 1965
FOR FILING

May 13, 1965

HN

Oregon State Highway Commission

Gentlemen:

Relocation of the Union Pacific railroad track to permit construction of Interstate 84N between Cascade Locks and Mitchell Point has resulted in isolation of a small bay in the Bonneville pool near Wyeth.

The submerged area of the pool, while privately owned, is incumbered as to title by two easements; one, a flowage easement covering the area flooded by the Bonneville pool and the other, an easement to utilize the bay area as a waste deposit during highway construction. It has been determined that wasting material in this area would be adverse to the public interest and construction plans have been altered so this will not be done.

To prevent alteration of the bay through filling or commercial use, it is proposed to purchase fee title to the entire private ownership which includes the bay and a small acreage of adjacent upland.

The bay will have access from the main river by means of a structure to be placed in the realignment of the Union Pacific railroad grade. To insure free movement from the river to the bay, it is desirable that we acquire title to the overflow area north of the new railroad fill. This would prevent mooring of log rafts or other use which would interfere with passage of private boats between the bay and the main river.

The purchase in the bay area would amount to 13½ acres, the estimated market value of which is $100. The area north of

the bay and railroad fill is approximately 15 acres, and its market value is $750.

Your approval of purchase of the two tracts, totaling approximately 28½ acres, is recommended. This matter will be on the agenda for the June 1 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
F. B. Klabee
Victor D. Wolfe
C. H. Maison
F. D. Morgan
Walter T. Wright
David G. Talbot
J.F. Putnam

LPS:ajw bg

FORM E-90 50M 7-64 SP*6229-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1965

SUBJECT: R/W File #28964
Proposed Addition to
Lindsey Creek State Park
Hood River County

To:

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
BUILDING

Attached are ten prints showing two parcels of land in Section 35, Township 3 North, Range 8 East, Hood River County, located along the Columbia River Highway 12 miles west of Hood River.

The parcels are owned by Leif Arne Knutsen and are subject to flowage easement, parcel #3 to waste disposal easement and are completely land-locked, as evidenced by the attached report by Rod J. Henry, District Appraiser. As stated in this report, the estimated market value of parcel 3, containing 13.45 acres is $100, and the indicated value of parcel 2, containing 15.00 acres, north of the new railroad right of way, is approximately $750.

The acquiring of these two parcels of land will be in the best interest of the state because of the potential value for log rafting or moorage. Although it will be necessary to solve an access problem, the acquisition will have further value in providing a possible water facility for the U. S. Forest Service in the proposed development of their land at Wyeth for park and recreation purposes.

It is recommended that this matter be presented to the Highway Commission at its next meeting for consideration.

L. V. Koons, Deputy
State Parks Superintendent

PED:hl
Attachments
cc: Walter T. Wright

RECEIVED
MAY 6 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

FORM E-80 50M 12-63 54676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1965

SUBJECT: File No. 28964 - Knutsen (L-3304)
East Cascade Locks-Wyeth Section
Columbia River Highway
Hood River County

To: Mr. L. V. Koons
Deputy State Parks Superintendent

PARKS

In response to your letter of April 19, we have obtained an estimate of cost to acquire parcel #3 of the Knudsen tract over which we presently enjoy an easement to dispose of waste.

A copy of District Appraiser Henry's report is attached. Should you desire to initiate action toward acquiring this land and/or the aditional area referred to in Mr. Henry's report, please so advise.

G. E. ROHDE
Chief Counsel

By Laurence A. Holt
Laurence A. Holt
Administrative Right of Way Agent

LAH:sm
cc: G. E. Rohde
Rod Henry
Attachment

FORM E-50 50M 12-63 54076

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97232
April 22, 1968

SUBJECT: File No. 20964 - Knutsen
(1-3504)
East Cascade Locks -
Wyeth Section
Columbia River Highway
Hood River County

To: Mr. Walter T. Wright
Right of Way Engineer
State Highway Building
Salem, Oregon 97310

Attention Mr. Laurence A. Holt
Administrative Right of Way Agent

The estimated market value of the 13.45 acres under consideration by the Parks Department is $100. This land is subject to a flowage easement, a waste disposal easement, and is completely landlocked. There appears to be very little chance of obtaining access over abutting property because all of the adjoining property is owned by the State Highway Department and the Railroad.

I am not aware of the Parks Department's plans for this area, but if it has anything to do with access to the river I would suggest that they also consider acquiring the owner's remaining 15 acres north of the new Railroad right of way. This 15-acre parcel is also subject to the flowage easement, and I assume that it is subject to navigation servitude. However, it may be in the best interest of the State to acquire both parcels in fee at this time.

The northerly parcel has access from the river and may have a potential value for log rafting or moorage facilities. Recent sales of adjoining land indicate a maximum value of $50 per acre for marginal land or approximately $750 for the 15 acres north of the Railroad right of way.

RECEIVED
APR 24 1968
RIGHT OF WAY

ROD J. HENRY
District Appraiser

RJH:jl

cc Mr. G. E. Rohde

KEY MAP

Scale in Miles 0 5 10 15

Park
Lindsey Cr. Park
Starvation Cr. Park
Viento Park
Vinzenz Lausman Mem. Park
Seneca Foute Mem. Park
Koberg Beach Wayside
Mayer Park
Wygant Park
John B. Yeon Park
McLoughlin Park
Ainsworth Park
Dapperds Dell Park
W. Joseph Park
Point Park
The Dalles
Dimmick Park

Bonneville Reservoir

Oregon State Highway Department
STATE PARKS AND RECREATION DIVISION

Proposed Addition

LINDSEY CREEK STATE PARK

Boundary of Proposed Additions
R.R. R/W Line

Scale
0 50 100 150 200

Proposed Addition

Knutsen

Parcel (2)
15.00 Acres

28964 (2)

Final Judgment RW 21060

S.86° 40' 45" E.

See File RR 619 For RR Agreement

Parcel (3)
13.45 Acres

650'

Final Judgment Ease. RW 21060

28964 (3)

Final Judgment RW 21060

Union Pacific R.R.

R.R. R/W Line

T.3 N. R.8 E.

T.2 N. R.8 E.

24567 (5)

Columbia River Highway

15943 (6)

Deed RW 11317

12 miles to Hood River

J.B. & A.M. Stanton
W. 20 rods of N.E. ¼ of N.E. ¼

FORM E-123X 50M 12-63

RECEIVED
MAY 13 1965

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 12, 1965

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Substitution of 30" Pipe for 18" and 24" Pipe on Railroad Relocations
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Contract No. 6541
Project No. I-80N-2(9)43
YOUR FILE: D 315 - 2 - 8

Gentlemen:

This is in reply to your letters of April 2 and April 16, 1965 in which you requested that no pipe smaller than 30-inch diameter be installed under the new railroad grade on this project.

On Railroad Relocation "A" there are ten culverts proposed under the railroad. Of these, seven are 18-inch pipe, two are 24-inch pipes and one is a 36-inch pipe. Three of the 18-inch and one of the 24-inch are extensions of culverts under the highway, and we feel that an increase in size of these pipes is unnecessary. The other five culverts smaller than 30-inch, proposed on Relocation "A", must be justified by an engineering analysis before the State will agree to participating in the additional cost.

It is our opinion the drainage structures as designed are adequate as shown on the plans, and we are not willing to accept any additional cost unless it is proven necessary by sound engineering study.

The State will agree to install 30-inch pipes under Railroad Relocation "A" only on the condition the railroad will stand the additional cost thereof. The State will agree to pay the bid price for the staked length of all culverts shown on the plans. All additional costs required by the increase in size must be borne by the railroad. A tabulation of the culverts in question

with plan quantities is shown below:

RR Station	18-inch	24-inch
312+93	56	
314+43	74	
316+75		124 *
318+50	80 *	
321+10	212 *	
324+64		102
333+45	70	
335+90	82 *	
341+01	94	—
TOTAL	668	226

* Denotes extension of highway culvert.

668' of 18" CMP @$6.50 = $4,342.00
226' of 24" CMP @$8.00 = 1,808.00

Total as per plan $6,150.00

894' of 30" CMP @$12.24 = $10,942.56

Estimated additional cost to be borne by UPRR $ 4,792.56

We are not able to approve the Price Agreement or allow payment to the contractor for any of this additional 30-inch culvert pipe on this project until we resolve this question.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: F. B. Klaboe
L. W. Rulien
G. A. Starkey

RECEIVED
MAY 12 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 25 1965

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
...of Roads

Name Cascade Locks-Mitchell Point ..... Date May 7, 1965

Highway Columbia River ..... Contract No. 6641

County Hood River ..... Prefix 614-1049

Contractor Morrison-Knudsen Co., Inc. ..... F. A. Project No. I-SCN-2(9)43

Address Box 298, Cascade Locks, Oregon ..... Order No. 10 Supplemental #1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Compensation for clearing outside limits of contract.

Location by station numbers:

435 to 455 Rt.	$1,500.00
840 to 860 Rt.	2,000.00
Removal of danger trees throughout project	500.00

Estimate of quantities and cost:

Labor	$2,000.00
Equipment	1,700.00
Materials	300.00
Total Additional.	$4,000.00
Previously Authorized	$ 600.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Due to loose material in the upper levels of these cuts, it will be necessary to lay portions of them back on flatter slopes than designed. Numerous danger trees should be removed throughout the project which lay outside of contract clearing. Work will begin about May 12, 1965. Work has generally been discussed with Messrs. Keasey and Grafe.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $4,000.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ G. L. Dan... Asst. — Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey — Division Engineer

Approved /s/ I. H. Young — Deputy State Highway Engineer, Assistant State Highway Engineer, or Office Engineer.

State Printing

Copy to Young

RECEIVED
MAY 10 1965

FOR FILING
6541

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
May 6, 1965

SUBJECT: Cascade Locks-Mitchell Pt. Sect.
Columbia River Highway
Contract No. 6541

To:
Mr. L. H. Young
Office Engineer
Office Engineering Division
Salem

NOTED ON CARD
5-7-65

The Morrison-Knudsen Company, contractors on the subject project, have requested that all estimates, vouchers, correspondence, change orders, etc. be channeled through their project manager, Mr. W. W. Hudson at their field office--Box 298, Cascade Locks, Oregon, phone 222-4170 (Portland).

I am enclosing herewith a letter from Mr. A. O. Strandberg, Vice President of the company, extending to Mr. Hudson the necessary authority to sign all documents pertaining to this project with the exception of the final estimate. Will you please, therefore, channel all such material to Mr. Hudson until further notice.

L. W. Rulien
Division Engineer

by

NOTED
FLOYD QUERY

C. T. Keasey
Assistant Division Engineer

CTK:fb
Enc.
cc F. D. Morgan
C. H. Maison

cc Query
Mann

RECEIVED
MAY 7 1965
OFFICE ENGINEERING
DIVISION

Vance

Morrison-Knudsen Company, Inc.

CONTRACTORS AND ENGINEERS

A. O. STRANDBERG
VICE PRESIDENT

EXECUTIVE OFFICE
319 BROADWAY, BOISE, IDAHO

HOGE BUILDING
SEATTLE 4, WASHINGTON

7 April 1965

Oregon State Highway Department
P. O. Box #617
Hood River, Oregon

Attention: Mr. Glen Starkey

Gentlemen:

With reference to Contract No. 6541 - Grading and Structures on the Cascade Locks - Mitchell Point Section of the Columbia River Highway in Hood River County.

We desire to extend authority to Mr. W. W. Hudson, Project Manager, to sign all or any Progress Estimates, Change Orders, etc., with the exception of the final estimate.

Yours very truly,

MORRISON-KNUDSEN COMPANY, INC.

A. O. Strandberg, Vice President

RBS:bdc

RECEIVED MAY 24 1965

FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
MAY 6 1965
[illegible]
U.S. Bureau of Public Roads

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Group 1-P

Project Name Cascade Locks-Mitchell Point Date May 7, 1965

Highway Columbia River Contract No. 6541

County Hood River Prefix I-80N-2(9)43

Contractor Morrison-Knudsen Co. Inc. F. A. Project No. 8

Address Box 298, Cascade Locks, Oregon Order No.

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Clean-up of debris on the highway, and remove deposit at inlet 42 inch culvert.

Location by station numbers:

675+40 to 684

Estimate of quantities and cost:

Equipment	$ 400.00
Labor	200.00
Material.	100.00
Total	$ 700.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work is necessary to restore drainage to the existing highway, and was caused by flood damage. Work should be performed about June 1, 1965. It has been discussed with Mr. Grafe of B.P.R.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$ 7793,750.25
Present estimate of project cost, including $ 700.00 for work under this order	$ 7793,750.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey
Resident Engineer

Approval Recommended: /s/ F. D. Morgan
Construction Engineer or [illegible]

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approved /s/ L. H. Young
[illegible] Office Engineer.

State Printing

RECEIVED
MAY 21 1965
State Highway Engineer

FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date APR 23 1965 By /s/ [illegible]
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Cascade Locks-Mitchell Point Date April 23, 19 65

Highway Columbia River Contract No. 6541

County Hood River Prefix 614-1049

Contractor Morrison-Knudson Co. Inc. F. A. Project No. I80N-2(9)43

Address Box 298, Cascade Locks, Oregon Order No 10

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Compensation for clearing 1½ acres outside limits of contract.

Location by station numbers:

731 to 750 Right

Estimate of quantities and cost:

Equipment	$ 200.00
Labor	350.00
Material.	50.00
Total	$ 600.00

RECEIVED
MAY 1 - 1965
F. B. LABO

T.T. approved 4-23-65

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Designed Vert. Slope was changed to ½ : 1 causing additional clearing outside limits of contract.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7793,750.25
Present estimate of project cost, including $ 600.00 for work under this order	$7793,750.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ C. T. Keasey — Division Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approved /s/ L. H. Young
Assistant State Highway Engineer or Office Engineer.

State Printing

RECEIVED
MAY 19 1965
FOR AUDIT
LEGAL

Salem, Oregon
April 22, 1965

RRL19

Agenda Item 4-t

Supplemental Railroad Agreement UPRR
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County

Mr. G.E. Rohde
Chief Counsel
Office

Attention: Mr. J.N. Hershberger
Staff Attorney

Attached are two copies of an agreement with the Union Pacific Railroad Company covering the Cascade Locks-Mitchell Point Section of the Columbia River Highway, extending agreement for a 2-year period. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

Please return one fully signed copy of the above agreement to this office for the Commission's files.

Secretary

KH
Attach: 2

RECEIVED
APR 26 1965
FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 22, 1965

Union Pacific Railroad Company
2727 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Revision of Water Lines
Highway Station 505+50
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
Contract No. 6541
YOUR FILE: D 315 - 2 - 8

Gentlemen:

The proposed method of adjusting water lines serving your house track at Wyeth as shown on Sheets 13 and 13A of the construction plans has proven by field inspection to be impractical.

Herewith for your approval you will find four prints of our revised plan for handling these adjustments. This drawing has been prepared in the field and all the pipe sizes have been recently verified by field investigation. This has already been the subject of some discussion with our field representatives and has received the tentative approval of the Bureau of Public Roads.

Access for future maintenance will be available to your forces from the new track area on the north and from the frontage road, designated as the "C" Line on Sheet 13 of the construction plans, on the south side of the freeway.

Please review this proposal and advise of any revision necessary to restore the existing services. We will endeavor to handle this work so that these lines will be out of service a minimum of time, as requested in your letter of March 18, 1965.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
APR 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

TWL:bjm
encs.

cc: F. B. Klaboe
L. W. Rulien
Glenn Starkey

NOTED
F.B. KLABOE

RECEIVED
APR 30 1965
FOR FILING
W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2528 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

APRIL 22, 1965

File Ref. D 315 - 2 - 8

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

An investigation of the railroad drainage system proposed on Relocation "E" indicates that the culverts shown in the plans on Sheet 24 to be installed at Railroad Revised Stas. 853+10 and 854+50, can be eliminated. With some very minor backfilling involving only a few yards on the southerly side of the line change, the Railroad's standard ditch section can be extended through this area and handle any drainage that would be carried by the proposed culverts.

In line with the foregoing, will you please arrange to delete the culverts and construct the Railroad's ditch section continuously through this area. It is understood that this will be at no additional cost to the Railroad, except for the few yards of backfill required at unit price for placing embankment.

Yours very truly,
W. G. Johnson

cc:
Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon

FB KLABOE
I D MERCHANT
FD MORGAN
L W RULIEN
4-26-65 E

ROUTED
F. B. KLABOE
RECEIVED
CONSTRUCTION DIVISION
APR 27 1965
RECEIVED
OFFICE OF
APR 26 1965
STATE HIGHWAY ENGINEER

RECEIVED
APR 2 3 1965
FOR FILING

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION
C511

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

APRIL 16, 1965

(File Ref. D 315 - 2 - 8)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

CONSTRUCTION DIVISION
RECEIVED
APR 20 1965
NOTED ☐ CE ☐ ACE ☐ ACE ☐ COE

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Supplementing my letter of April 2 relative to substituting larger diameter culvert pipe for the smaller size pipe provided by the Plans on the above-captioned project:

Union Pacific Railroad's Management has advised that 30-inch diameter pipe should be used in lieu of smaller size culvert pipe on the railroad relocations, and has authorized payment to the Contractor of $12.24/LF for the required additional 30-inch pipe to be used on the four easterly line changes being built at Railroad expense. This is $1.24 more than the Contractor's bid price for similar pipe already authorized on the project.

As the recent storms have proven the inadequacy of small culvert pipe design, request the State at its expense make a similar substitution and install 30-inch pipe in lieu of the smaller culvert pipe size now proposed in the Plans for Railroad Relocation "A" in the Ranger Station Section which is to be built at State cost.

Will you please handle with the State's Contractor, MORRISON-KNUDSEN COMPANY, INC., in line with the foregoing.

Yours very truly,

W. G. Johnson

RECEIVED
APR 22 1965
OFFICE OF
STATE HIGHWAY ENGINEER

cc:
Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P.O.Box 617, Hood River, Oregon

NOTED
F. B. KLABOE

FB Klaboe
ID Merchant
FD Morgan
LW Rullison

FURTHER WORD REGARDING THIS COMING FROM DIVISION I OFFICE IN NEAR FUTURE. 4-21-65 I

RECEIVED
APR 15 1965
FILING

April 14, 1965

Oregon State Highway Commission

Gentlemen:

The agreement between the State and the Union Pacific Railroad Company covering the Cascade Locks-Mitchell Point Section of the Columbia River Highway expires June 9, 1965. Since the project will not be finished by this date, it becomes necessary for the State and the Railroad to extend the original agreement for a period of two years until June 9, 1967.

A supplemental agreement will be presented at the April 20 State Highway Commission meeting, and your approval of it is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. W. Rulien

FBK:srb bg

RECEIVED
APR 22 1965
FOR FILING

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

APRIL 12, 1965

File Ref. D 315 - 2 - 8

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Reference is made to your letter of January 20 relative to construction and maintenance of the railroad bridge near Engineer's Sta. 520 west of Wyeth on Relocation "C" in connection with the Cascade Locks - Mitchell Point Section of Columbia River Highway, Project I-80N-2(9)43.

The Railroad Company is willing to assume maintenance of the bridge. However, we wish to emphasize that acceptance of the maintenance cost by the Railroad is to be in no way construed as establishing a precedent or committing the Company to similar agreements covering similar structures in the future.

Since relocation of the tracks west of Wyeth will require an arrangement to provide for the Gorton Creek Flume, it is desired to maintain the existing Gorton Creek Railroad Bridge until after the present railroad line is abandoned and Gorton Creek is relocated to discharge into the Columbia River south of the relocated railroad line, somewhat as shown in blue tint on the attached photocopy of a portion of Sheet 12 from the State's Plans. Until this is done it is requested that an opening be left in the new railroad embankment to permit passage of Gorton Creek during the embankment settlement period.

Yours very truly,
W. G. Johnson

enc.

Copies to:
A W Parsons
R L Porter
F B Klaboe
Tom Edwards
I D Merchant
F D Morgan
L H Young
C H Maison
L W Rullen
G A Starkey
Jack Hoila
4-20-65 F

NOTED
R L PORTER

RECEIVED
APR 21 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RAILROAD RELOCATION "C"

Const. Railroad Structure - 123'
(Under Separate Contract)
Sta. 518+88.5 to Sta. 520+11.5
(Location of Bridge Subject to Change by the Engineer)

Future W. Bd.

Hwy & R.R. R/W Line

Proposed Passing Track

Proposed Main Track

Existing R.R.

Proposed Relocated Gorton Creek

Existing Main Line?

Existing Passing Track

Bonneville

Norm. Pool level

Suggested Temporary Haul Road Crossing
R.R. Sta. 539+00

Access Control Line?

T. 3 N., R. 8 E., W.M.

T. 2 N., R. 8 E., W.M.

EXISTING COLUMBIA RIVER HIGHWAY

Inst. Type 2 Barricade - 250'

R/W Line

R.R. Subgrade

Rock Embankment Bridge Ends
(Approximate Shed)

RAILROAD RELOCATION

Emb. 39,135 (R.R. Above Elev. 880)

Emb. 17,270 (R.R. Below Elev. 880)

CASCADE LOCKS
COLUMBIA
Hood R
FED. ROAD No.
STA
OREG
Revised 11-16-64 Fu

RECEIVED
APR 8 - 1965

FOR FILING

6-7-1

April 7, 1965

Mr. A. W. Peterson
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 5, Account No. 201 covering reimbursement to the U. S. Forest Service for timber removed on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in Hood River County, Contract No. 6541 in connection with Federal-Aid Project No. I-SCH-2(9)43.

In accordance with the right of way agreement for acquisition of land from the U. S. Forest Service, the State is to make reimbursement for certain timber removed.

This order covering the payment has been verbally recommended for approval by the BPR Area Engineer. Your approval is requested.

The total amount of the Order is $290.55 with Federal participation of $261.50.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DHP:jb

Enc.

RECEIVED
APR 12 1965
FOR FILING

SP*6418-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1965

SUBJECT: Conduits for Water Lines
Cascade Locks-Mitchell Point Section
Columbia River Highway

To: Mr. L. W. Rulien
Division Engineer
State Highway Department
P. O. Box 02157
Portland, Oregon 97202

Last week while on the subject project, Glenn Starkey, Resident Engineer, Willis Grafe, Bureau of Public Roads Area Engineer, and the writer discussed water line conduits as shown on the plans. At Stations 489+60, 506+50 and 217+50, the plans designate continuous conduits practically from right of way to right of way lines. Steel pipe to carry the water is to be installed in these conduits.

As near as can be determined, the full length of conduits was shown to be constructed for the reason that the pipe could be removed and replaced in event of failure without disturbing or entering the highway property for repairing the fa lure. This, of course, would mean threading the pipe through the conduit. This might be feasible if the conduit could be placed in a straight line, but the terrain of the area will not in most cases lend itself to placement in this manner. The Railroad agreements have been checked with Ted Litchfield and at Station 489+50 and 506+50 it is required that conduits be placed under the roadway section. The Forest Service agreement at Station 217+50 only states that the services shall be taken care of. Mr. Gordon Brooks of the Bureau of Public Roads has been contacted and he states that they will not require continuous conduits.

All parties contacted agree that a little practical engineering judgement should prevail and conduits should be placed under the roadway sections and median areas but where it is impractical, they should be eliminated.

On examination of the plans and discussions regarding the conduits, it was noticed that there might be a possibility at the Wyeth Interchange (Station 489+60) to take the waterline easterly along the "C" line to an area at about Station 501+ before crossing the highway. This, if feasible, would materially shorten the pipe and conduit to be placed and allow a better installation. There may be reasons and problems that might affect this as it was only in the talking stage. The Railroad would also have to agree.

It is suggested that you check the above-mentioned phases of the work prior to placing the conduits as the plans call for.

F. D. Morgan
Construction Engineer

By John H. Walker

John H. Walker
Assistant Construction Engineer

JHW:fp

cc F. B. Klaboe
G. A. Starkey
Frank Hall

NOTED
F. B. KLABOE

RECEIVED
APR 9 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 12 1965
F. & P. MTG.

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 5, 1965

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Revision of Proposed Haul Road Crossing
RR Relocation "C" - UPRR Station 508
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Contract No. 6541
Project No. I-80N-2(9)43
YOUR FILE: D 315 - 2 - 8

Gentlemen:

Herewith you will find four copies of a letter and sketch map dated March 25, 1965 from Mr. W. W. Hudson of Morrison-Knudsen Company, Inc. to our Resident Engineer, Mr. Glenn Starkey.

The contractor requests the installation of a haul road grade crossing at Railroad Station 504 instead of an overcrossing structure at Railroad Station 508, as shown on Sheet 11 of the construction plans. This matter has been discussed in the field by representatives of the railroad, the contractor and the State and all are agreeable to this proposal. This office has no objection to this change in plans, since the cost will be borne by the contractor.

Please process this request promptly so that the contractor may proceed with his work without delay.

Very truly yours,

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

NOTED
F. B. KLABOE

TWL:bjm
encs.

cc: F. B. Klaboe (w/copy of letter and sketch from Morrison-Knudsen)
I. D. Merchant " " " " "
L. W. Rulien
Glenn Starkey

RECEIVED

Morrison-Knudsen Company, Inc.

CONTRACTORS AND ENGINEERS

PRINCIPAL OFFICE
319 BROADWAY, BOISE, IDAHO

P.O. Box 298
Cascade Locks, Oregon 97014

25 March 1965

State of Oregon
State Highway Department
P.O. Box 617
Hood River, Oregon 97031

RE: Cascade Locks - Mitchell Point
Project #6541

Attn: Mr. Glenn A. Starkey, Res. Mngr.

Subject: Request for Crossing Permit

Gentlemen:

At approximate RR Sta 504+00 it is requested that a Haul Road Crossing be installed for the purpose of hauling excavated materials into embankment for Relocation "C".

The site of the requested haul road and crossing has been inspected by a representative of the Railroad, and they indicate there are no special problems existing at the site.

The Contractor understands the conditions imposed by the Railroad for this installation and agrees to abide by such as prescribed.

The work to be performed by the Railroad and charged back to the State and Contractor consists of the installation and removal of contractor furnished crossing planks, the raising of signal and communication lines, the installation of an indicator and the furnishing of flagmen while the crossing is in use.

Attached is a sketch showing the proposed haul road and crossing in general, the exact location and construction details for such will be as determined in the field by representatives for the State, the Railroad and the Contractor.

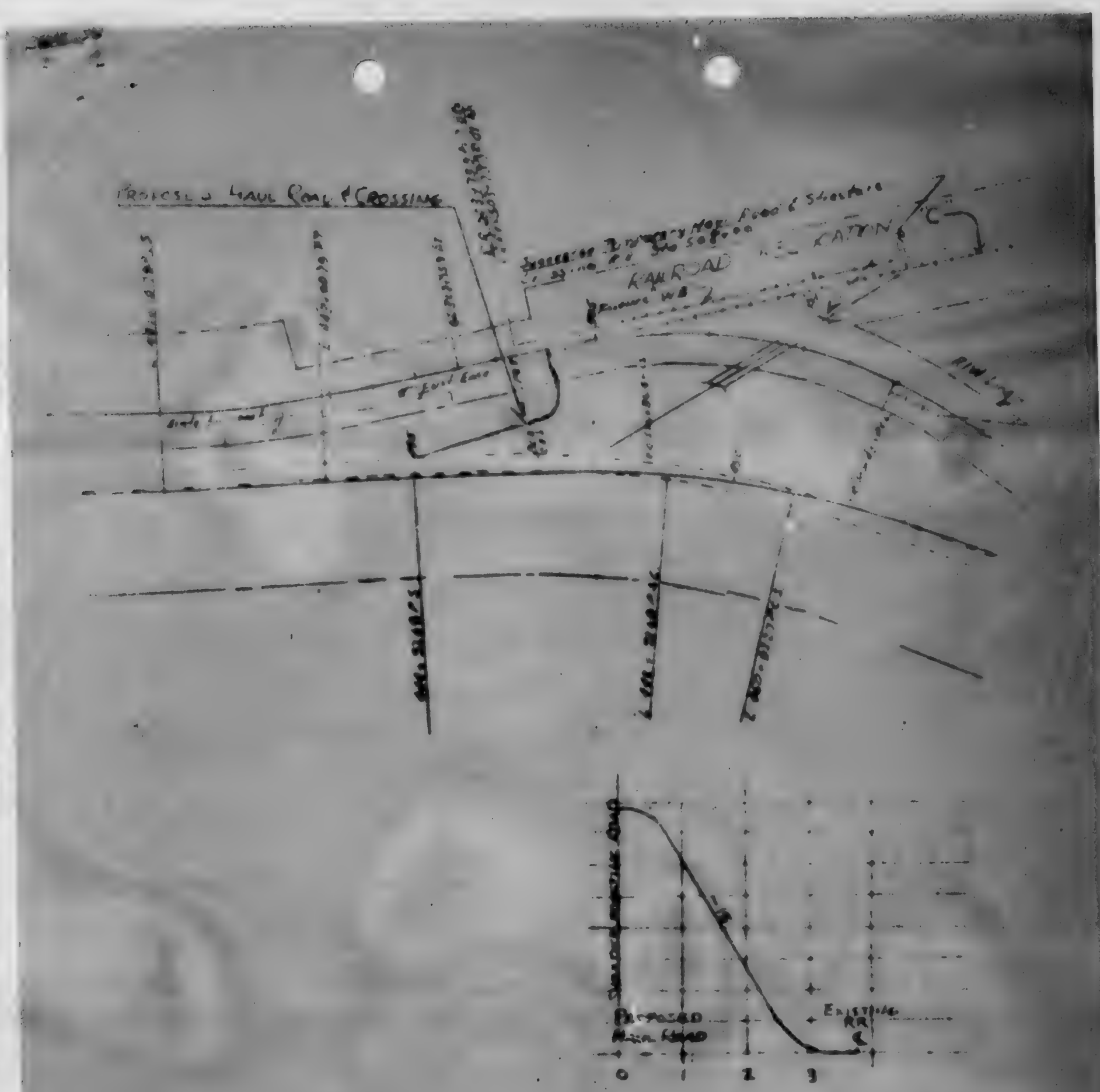
Your early approval of this proposed site will be appreciated.

Very truly yours,

MORRISON-KNUDSEN COMPANY, INC.

W. W. Madson
Project Manager

Attachment
WWM/ta


PROPOSED HAUL ROAD CROSSING
EL PATIO
RAILROAD
PROPOSED
EXISTING
RR
0
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2
3

FORM E-30X—SOH—7-64 SF*6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
April 2, 1965

SUBJECT: Public Hearing
U.S. Corps of Engineers
Cascade Locks Small Boat Basin

To: Mr. F. D. Morgan
Construction Engineer
Salem

As requested in your letter of March 12, I attended the subject hearing conducted by the U.S. Engineer District, Corps of Engineers, in Cascade Locks at 1:30 p.m. yesterday, April 1. This hearing was held to obtain statements for or against a proposed development of the old lock canal at Cascade Locks as a small boat basin and moorage area, together with tourist accommodations on the island. A small scale sketch prepared by Hamer, Ross & Sorensen, Consulting Engineers for the Port of Cascade Locks, is attached.

A previous hearing was held in June, 1964 on a proposed small boat basin located a short distance upstream from the Locks, but this development was later determined to be prohibitive by cost. The proposed development in the existing Locks was determined to be a much more feasible installation cost-wise. Neither of the proposed small boat basin developments would have any effect on the State Highway system since they are removed from it by the Union Pacific Railroad and the Port of Cascade Locks park area. If the development is made, there may be some future request to improve the access to the area from the existing highway through Cascade Locks. The access to the highway from the park and proposed development area is via an undercrossing under the Union Pacific Railroad and ramp up to the present highway as indicated on the map. This is within the City of Cascade Locks, and it is presumed that the City would have control of access in this area. No further action should be necessary on this matter.

L. W. Rulien
Division Engineer

by C. T. Kenney

C. T. Kenney
Assistant Division Engineer

CTK:fb
Attach.
cc K. E. Johnston

NOTED
F. B. KLAGGE

RECEIVED
APR 8 - 1965
FOR FILING
I-80N-2(9)43
W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

APRIL 2, 1965

(File Ref. D 315 - 2 - 8)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

CONSTRUCTION DIVISION
5 1965
COE

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
Project I-80N-2(9)43

Confirming telephonic conversation of April 1, relative to railroad culverts to be installed on the above-captioned project:

In view of the recent heavy storm damage, consideration is being given to substituting larger diameter culvert pipe for the smaller size pipe provided by the plans. This will possibly mean we will ask the State to have its Contractor install 30-inch diameter pipe in lieu of 18 and 24-inch pipe on the railroad relocations. Therefore, it is requested that the State ask its Contractor to hold up installing these smaller pipe sizes until a decision regards the substitution is reached.

It is our understanding that the Contractor's work will not be hampered by a few days' delay in making the pipe installation and, accordingly, intend to give you the Railroad's decision in this matter very shortly.

Yours very truly,
W. G. Johnson

cc:
Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031
FB KLABOE FD MORGAN
IO MERCHANT LW RULIEN 4-6-65

NOTED
F. B. KLABOE
RECEIVED
APR 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 7 - 1965
FOR FILING
6541

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Hood River, Oregon
April 2, 1965

SUBJECT:

To: Memo to Files

CONSTRUCTION DIVISION
RECEIVED
APR 5 1965
HQ E

L

At 1:48 PM on March 31, 1965, a D7 Tractor (#1752) equipped with a clearing blade cut both cables of the Pacific Northwest Bell Telephone Co. buried long-distance facility. The tractor was operated by Warren Vaughan. The Cable was located 117' Right (South) of Station 832+00 and was 15' inside the clearing lath at that point.

The clearing was essentially completed at this location but burning was still being done in piles at 833 and near 836. Jim Humphries, Morrison-Knudsen Co. foreman, had ordered an access road built from 838 to a rock point near 828 for the purpose of moving in drills and powder. The area has not been slope staked.

A creosoted marker post was in place with sign intact at about 130' right of Station 832+50. Standard yellow posts (1x4) with red tops were in place east of the marker post and 96' right of 830+09. A yellow post was knocked down and run over by a tractor at 830+65. Walt Webster, telephone Company line patrolman, reported that two additional yellow posts had been removed or buried in the clearing operation between Stations 830 and 832.

The telephone Company put a large crew on the job, and work was well under way at 4:00 PM. Actual splicing started about 5 PM and all but 2 splicers were removed from the site at 7:10 PM. These 2 men stayed on to make changes and adjustments as required. In addition to the men on the site, there were testers at both Wyeth (on Herman Cr. Rd.) and Hood River repeaters. Splices were made in both cables at 831+81 and 832+07. It is estimated that about 20 men were working on the Job.

C. H. Baker

C. H. Baker
Asst. Res. Engr.

DLM
cc Mr. Rulien
Mr. Morgan
C to Klabon
4-6-65

NOTED
F.B. KLABON

RECEIVED
APR 6 1965
OFFICE OF
DIST. ENGINEER

RECEIVED
APR 5 - 1965

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

FOR FILING

Shaw

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
6541 Salem, Oregon

DATE: Marcy 29, 1965

In reply refer to: 08-35.2-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Pacific N.W. Bell Telephone Co. Utility Adjustment

Our memorandum of December 31, 1964 approved the plans and estimate for the above-mentioned utility adjustment and authorized you to proceed with the work.

We now approve the proposed revision to relocate the company's telephone cable within the right of way as set forth in Mr. Litchfield's March 24, 1965 letter.

The stipulation regarding access permits contained in our December 31 memorandum is still applicable.

RECEIVED
MAR 30 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

4-5-65

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 31 1965
FOR FILING

FORM H-80 8CM 7-64 SP*6228-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
March 26, 1965

CONSTRUCTION DIVISION
MAR 29 1965

SUBJECT: Cascade Locks-Mitchell Pt. Sect.
Columbia River Highway
Contract No. 6541

To:
Memo to the Files

COPIED
LLOYD P. SHAW

Yesterday at 1:30 p.m. at Glenn Starkey's office in Hood River, a meeting was held to discuss the changes in structures on the subject contract resulting from changes in the drainage pattern occasioned by the December 1964 and January 1965 floods. Present at this meeting were Mr. E. G. Ricketts, Assistant Bridge Engineer; myself; Glenn Starkey, Resident Engineer; Enrique Rodriguez, Resident Bridge Engineer; Mr. W. W. Hudson, Project Manager for Morrison-Knudsen Company; and Mr. O. C. Bennard, Structural Subcontractor.

The proposed Oxbow Service Road Bridge over Herman Creek is the major change to date on this section. This structure has been raised and lengthened, the location shifted slightly eastward and the type of construction has been changed entirely from a R.C.D.G. type structure to a flat slab type of construction. This materially affects the bid price on this structure and makes it necessary that those items in the contract relating to this structure be renegotiated.

Another change from the bidding plans is in the widening on the main line Herman Creek Bridge, that is, in the design of the pile cap on bent no. 4. The change in this structure can be taken care of by an increase in quantities on the structure since no change in type of construction is involved. We also anticipate that there will be a change in the design of the Viento Interchange structure, although this has not been finally determined, and it is impossible at this time to reach any agreement on this revision.

The six structures included in this contract were divided into three groups for bidding. The Sawmill Road Undercrossing bridge no. 8634 is a pre-stressed, pre-cast beam type structure. The Herman Creek Bridge widening no. 7403-A, the Herman Creek Bridge on the Oxbow Service Road no. 7403-B, and the Herman Creek Road Overcrossing no. 8623 were all R.C.D.G. type structures. The Wyeth Interchange and Viento Interchange structures no's. 8604 and 8534, respectively, were to be of flat slab type construction. This change, together with the change in the Oxbow Service Road structure, materially affects the bid prices on all six of these structures, and it was

3/29/65
Copy to Shaw
per Morgan
OZP

K

mutually agreed that no negotiations could be made on any one structure at this time. Rather, the bid prices on each of the three group types should be renegotiated, as required, after it is determined what type structure will be constructed at Viento Interchange.

This matter was discussed with Mr. Frank Morgan, Construction Engineer, on this date and he approved this decision. He also agreed that the contractor should be permitted, and in fact instructed, to proceed with the construction of the structures which are not being changed with the understanding that it will probably be necessary to renegotiate all of the structure prices at a later date.

During the meeting in Mr. Starkey's office, it was brought out that a delay on the design of the Viento Interchange would probably not affect the contractor's structural schedule, since he would be able to proceed with the construction on the balance of the structures. It is anticipated that the final drawings on the Herman Creek Bridge on the Oxbow Service Road Bridge no. 7403-B will be available to him within a very few days.

C. T. Keasey
Assistant Division Engineer

CTK:fb
cc F. D. Morgan
E. G. Ricketts
Glenn Starkey
E. Rodriguez

RECEIVED
MAR 29 1965
FREIGHT

CONSTRUCTION DIVISION
MAR 29 1965

RECEIVED
APR 5 - 1965
FOR FILING

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION
6541

2528 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MARCH 26, 1965

(File Ref. D 315 - 2 - 8)

Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031

Dear Sir:

Reference is made to your letter of March 9 addressed to our Mr. Tabor relative to the extension of existing railroad culverts at Railroad Stas. 796+77 and 800.98 in connection with Relocation "E" in vicinity of Wyeth, Oregon.

It will be satisfactory to extend the existing culverts with 24-inch CMP at unit price as proposed with the exception that the culvert at Sta. 800+98 should be extended on a uniform grade for about 66 feet, as indicated by revision in red pencil on attached photocopy of cross-section sketch supplied with your letter. With the 30-foot extension proposed at Sta. 796+77, the total length of extensions will therefore be 86 feet.

To prevent slope erosion, request heavy rock be used in constructing the outer portion of the new railroad fill under the culvert outlets and in immediate vicinity.

A copy of the revised cross-section print is also attached for Mr. T. W. Litchfield, who is receiving a copy of this letter.

Yours very truly,

W. G. Johnson

W. G. Johnson

enc.

cc: Mr. T. W. Litchfield,
Utilities Liaison Engineer
Oregon State Highway Department
Salem, Oregon 97310

F.B. Klaboe
F.D. Morgan
I.D. Merchant
L.W. Rullen

4-1-65
E

CONSTRUCTION DIVISION
RECEIVED
MAR 29 1965

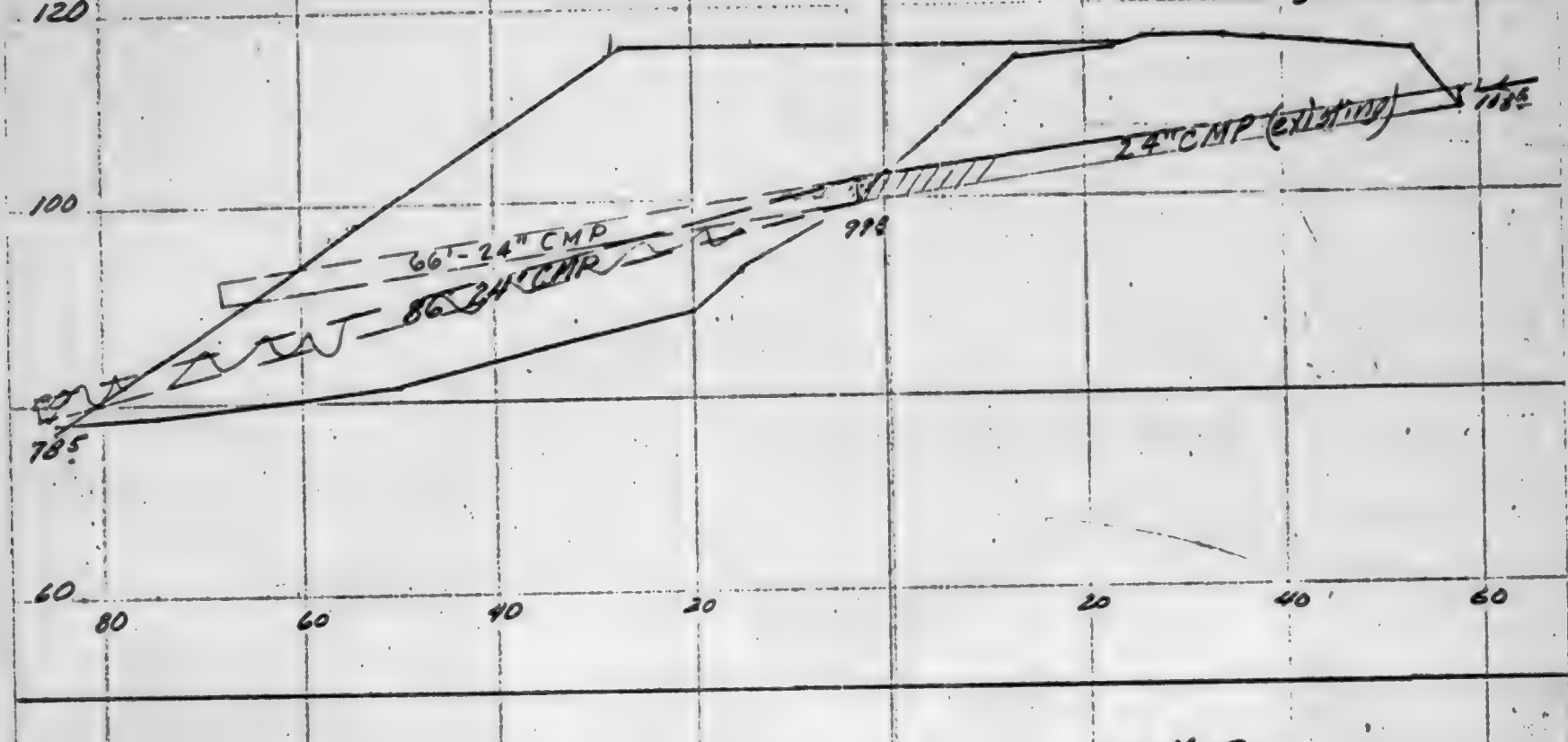
RECEIVED
APR 5 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F.B. KLABOE

Cascade Locks -
Mitchell Point
G.A. Starkey
Res. Engr.
3-9-65

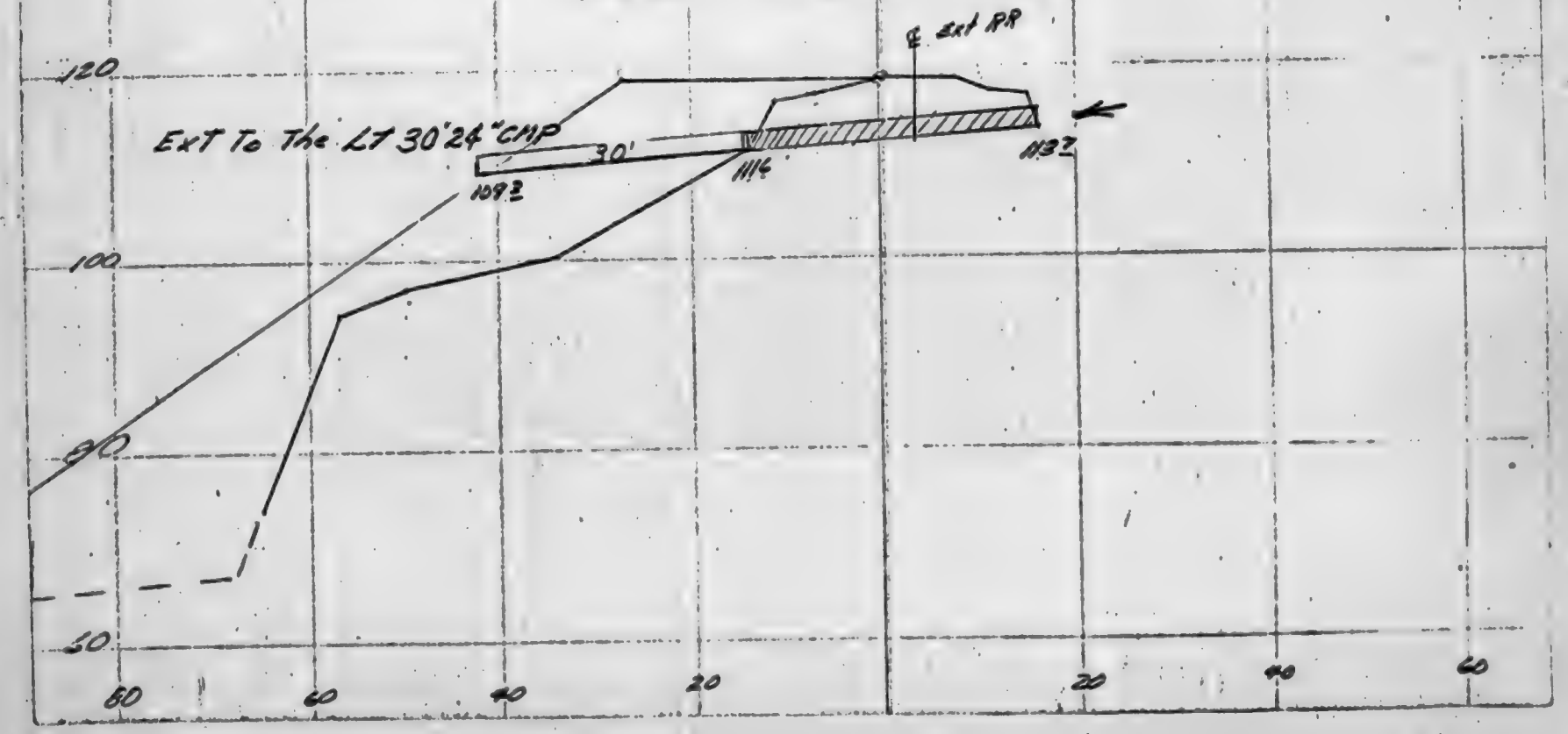
℄

RR Rev. E 800+98



Note This pipe is a 22" Pipe

RR Rel. 796+77 E



UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MARCH 25, 1965

File Ref. D 315 - 2 - 8

Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
State Contract No. 6541 --
Project I-80N-2(9)43

Confirming your recent conversations with representatives of the Railroad concerning changing location of temporary haul road crossing proposed at the westerly end of Railroad Relocation "D" in connection with the above-captioned project:

Wish to advise it will be satisfactory to the Railroad if the crossing is shifted approximately 500 feet west to about Railroad Sta. 674+50 or Railroad Milepost 52.21, with the understanding that the crossing will be installed and used under the conditions imposed by the Railroad-State agreement and approved Plans.

Yours very truly,

W. G. Johnson

W. G. Johnson

cc: Mr. T. W. Litchfield,
Utilities Liaison Engineer
Oregon State Highway Department
Salem, Oregon 97310

FB KLABOE
FD MORGAN
ID MERCHANT
LW RULIEN

4-1-65
F

CONSTRUCTION DIVISION
R E C E I V E D
MAR 29 1965

F

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2528 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MARCH 23, 1965

(File Ref. D 315 - 2 - 8)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Referring to recent conversations between the State's Resident Engineer, Mr. Glenn Starkey and the Railroad's Engineer-Inspector, Mr. J. W. Conklin, concerning the Harphan Creek drainage structures proposed under the tracks in connection with Railroad Relocation "C" near Wyeth, Oregon:

Will you please arrange to have the 6' x 4' concrete box culvert installed on Railroad Relocation "E" at Sta. 553+00, and shift the Railroad's 800-foot House Track 100 feet to the west, in accordance with the attached copy of Railroad Division print dated March 22, 1965. One of these prints is also being furnished to Mr. Starkey with his copy of this letter.

This will result in a better permanent drainage installation for the railroad and understand no change in length will be required in the temporary 66-inch pipe under the existing tracks nor will there be any other significant change in the proposed construction as a result of shifting locations of the box culvert and siding.

Yours very truly,

W. G. Johnson

enc.

cc: Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031

F.B. KLABOE
F.D. MORGAN
T.O. MERCHANT
L.M. RULIEN
THIS BEING HANDLED BY STARKEY.
4-1-65
Z

CONSTRUCTION DIVISION
MAR 29 1965

CASCADE LOCKS-MITCHELL POINT SEC.
COLUMBIA RIVER HIGHWAY
HOOD RIVER COUNTY

ID ROAD SECT.	STATE	PROJECT NUMBER	FEDERAL YEAR	TOTAL SHEETS
3	OREGON	I-SON-2(9)43		See Index

D-3E5

NGE

D-3E5

8'

Loose Riprap

1½:1 Sl

Ground

3'±

9' Min.

Ditch Section Between Flume & 6'x4' Box Culv.

Existing Union Pacific R.R.

Const. 6'x2' Conc. Box Culvert Class 'A' Conc. 33 C.Y. Metal Reinf. 3,500 lb. Gen Exc. 42 C.Y. Dwg No 14709, ℄ R. STA. 553+00

Const 66" Steel Tunnel Linings 10 Ga -62' Optional with 66" Corr. Steel Pipe 8 ga. -62'

Const. Channel Change Bottom Width 3' Normal, 1½:1 Sl. Gen Exc 650 C.Y.

S 71°03' 30" E

Future W Bound 2

Main Line Passing Track

℄ MAIN TRACK

℄ PASSING TRACK

℄ R.I.W

R.P. Rev. 3+9=110 Ft.

5'±

1-Elbow

Inst. 6' Perf. Metal Drain P-82 Dr. Exc. 12 C.Y.

Spec. Backfill in Drain 12 C.Y.

Emb. Found Stab Exc. 03 C.Y.

OPP. R.R. STA. 552+00

Ft. Sq.

Exist 5'x5' Conc Box Culv. Extend 87' L.f.

Class 'A' Conc. 39 C.Y. Metal Reinf. 3700 lb. Dr. Exc. 50 C.Y. Dwg. No. 9795, 14711, 17292.

ructure -110'

3, 14660, 19476

Const. Conc Flume Class 'A' Conc. 32 C.Y. Metal Reinf. 2923 lb. Dwg No. 14711

Const Channel Change For Details See Sec. Above Loose Riprap 350 C.Y. Gen'l Exc 350 C.Y.

Remove Exist. Cort Metal Flume (Clear & Grub)

B LINE

495

500

℄ E LINE

HARPHAN CREEK

1½" Water Pipe 2

Aerial Cable

5-5' Conc. Box Culv. 55' (In Pl.)
Extend 285' Af.
Class 'A' Conc. 133 C.Y.
Metal Reinf. 20,049 lbs.
Dr. Exc. 709 C.Y.
Gen. Exc. Incl. In Main Rdbd Exc.
Dwg. No. 9795, 14814, 12950, 14660
Pave Existing Box Culvert, Invert With Class
(For Details See Sheet 28)

OREGON-WN. R.R. & NAVIGATION CO.
UNION PACIFIC R.R. CO. (LESSEE)

M. P. 50.0 Main Line
Wyeth, Oregon

Harphan Creek Drainage

Revision to Plans - Shift 800-Ft. House Track 100 Ft. to the West and Square 6'x4' Box Culvert with Relocated Railroad—New Location sh'n—Tinted Orange

Office of Div. Engr. Albina, Oregon — Scale 1"=100' — March 22, 1965

CONSTRUCTION DIVISION

MAR 24 1965

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MARCH 18, 1965

File Ref. D 315 - 2 - 8

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Railroad and Highway Relocations,
Cascade Locks - Mitchell Point
State Contract #6541
Project I-80N-2(9)43

Reference is made to recent request by Mr. Glenn Starkey, the State's Resident Engineer, relative to taking the Railroad's two pipe lines supplying water to east end of House Track at Wyeth, out of service in connection with the above-captioned project.

Wish to advise that the Railroad Company is agreeable to permitting the lines to be out of service for a period of two or three months at a time. However, if possible, would appreciate the State handling its work so both pipe lines will not be out of service at the same time for a longer period than necessary.

Yours very truly,
W. G. Johnson

cc: Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 617
Hood River, Oregon 97031

FBKLABOE
FDMORGAN
IDMERCHANT
LWRULIEN

4-1-65
E

FORM E-123X 30M 9-64

RECEIVED
COMMISSIONERS
MAR 25 1965
FOR FILING

GLENN MCJOSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WESTON
DAVID B. SIMPSON, MEMBER
PORTLAND

6541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 24, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Relocation of Pacific N.W. Bell Facilities
Cascade Locks-Mitchell Point Section
Columbia River Highway - Hood River County
Project No. I-80N-2(9)43 - Contract No. 6541
PNB File: Estl. 10199 CWO #5 & 6

Dear Sir:

Herewith you will find the following data requesting a revision of a portion of the company's proposed relocation which was submitted to you with the writer's letter dated December 28, 1964.

(1) Two copies of Pacific Northwest Bell Telephone Company's letter of March 12, 1965 which details the need for the proposed revision.

(2) Two copies of a sketch map showing the proposed revised location of the cable.

(3) Two copies of our Field Utilities Liaison Engineer's letter dated March 18, 1965, which sets out the conditions involved in this matter and recommends approval of the proposed revision.

Due to the recent emergency, permits controlling the company's existing easements have not been written. This will be done when the proposed location of the cable has been established.

We concur that the most practical solution is to relocate the company's telephone cable within the right of way as detailed above. Your approval and authorization to proceed with this work is requested.

PGP:bjm
encs.
cc: L. P. Shaw
D. B. Parkes (2)
Jack Hesla

RECEIVED
MAR 24 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
MAR 31 1965
FOR FILING

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

5

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MARCH 22, 1965

(File Ref. D 315 - 2 - 8)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Thank you for your letter of March 12 in reply to mine of March 8 concerning the shifting of an haul road crossing and protection of the railroad from blasting operations in connection with Railroad Relocation "E" on the Cascade Locks - Mitchell Point Section of Columbia River Highway Project I-80N-2(9)43 - State Contract No. 6541.

Wish to advise that the Railroad concurs that the portion of expense in protecting the track within limits of Beacon Rock, Wyeth, Lindsey Creek and Viento Sections, which is the direct result of relocating the railroad in these sections, is properly an expense of the Railroad Company. Therefore, the cost of protecting the track in vicinity of Railroad MP 55.8 due to blasting operations in excavating for Railroad Relocation "E", will be assumed by Union Pacific Railroad Company.

Yours very truly,
W. G. Johnson

cc:
Mr. W. W. Hudson, Project Manager
Morrison-Knudsen Company, Inc.
P. O. Box 298
Cascade Locks, Oregon 97014

Mr. Glenn A. Starkey, Res. Engineer
Oregon State Highway Department
P. O. Box 596
Hood River, Oregon

Copies to L P Shaw
L H Young
C H Maison
A E Johnson
F D Morgan
3-25-65 I

NOTED
LLOYD P. SHAW

RECEIVED
MAR 26 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 18 1965
FOR FILING

HIGHWAY COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
March 12, 1965

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Alteration of Haul Road Crossing and Protection from Blasting
RR Relocation "E"
Cascade Locks-Mitchell Point Section
Columbia River Highway - Hood River County
Project No. I-80N-2(9)43 - Contract No. 6541
YOUR FILE: D 315 - 2 - 8

Gentlemen:

This is to acknowledge the receipt of your letter dated March 8, 1965, confirming recent oral discussions with State and Morrison-Knudsen Company personnel concerning this subject.

The matter of shifting the proposed haul road crossing from Railroad Station 834+20 westerly a distance of approximately 275 feet has been referred to the contractor in accordance with Paragraph 4, Page 126 of the Special Provisions for this project. The contractor is now preparing the information required in Paragraph 5 of that same page and this will be submitted to you for formal action as stated in Paragraph 6 when it is received from the contractor. Morrison-Knudsen Company, Inc. has been reminded of the provisions set forth in Paragraphs 1 and 2 of Page 127.

The matter of protecting the railroad tracks in the vicinity of the easterly crossing at existing Railroad Station 864+35, Railroad M.P. 55.8, because of blasting operations near proposed Railroad Station 860, appears to be an obligation of the railroad and not one of either the contractor of the State. Section 9, Paragraphs (b), (d), (e) and (n) of the Railroad-State Agreement dated June 10, 1963 relate directly to this problem. Paragraph (n) Second states:

"Where the expense is incurred within the limits of the Beacon Rock, Wyeth, Lindsey Creek and Viento Sections, as defined in Section 1(a) of this agreement, and arises as a direct result of the relocation of the railroad within said sections, the Railroads shall pay the full amount thereof."

It is, therefore, our opinion that the expense of placing the ballast between the rails in this area for their protection during blasting operations should be borne by the Railroads.

Very truly yours,

F. D. Morgan
Construction Engineer

By SIGNAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: L. P. Shaw (w/copy of UPRR letter)
L. H. Young " "
C. H. Maison " "
A. E. Johnson " "
Glenn Starkey

UNION PACIFIC RAILROAD COMPANY
TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MARCH 8, 1965

(File Ref. D 315 - 2 - 0)

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

This letter is to confirm recent conversations between Railroad, State and Morrison-Knudsen Company, Inc. representatives in connection with railroad and highway relocations between Cascade Locks and Mitchell Point, under State Contract No. 6541 - Project No. I-80N-2(9)43.

It will be satisfactory to the Railroad to shift location of the crossing originally proposed at existing Railroad Sta. 834+20 westerly approximately 275' in vicinity of Railroad MP 55.15. Also, it will be satisfactory for the State's Contractor to furnish all crossing timbers and the Railroad to supply the hardware needed for the temporary haul road crossings used on the project. However, it is understood that with respect to each crossing location used in connection with the easterly 4 Line Changes, the Railroad Company will assume only the expense of installing a 24' crossing. If it is wished to install longer crossings for a two-way haul, it will be necessary to provide dual crossings separated by approximately 15', each crossing about 20' in length, instead of one 40' crossing as M-K Co. has indicated it desires, and the State will be expected to reimburse the Railroad for installing and maintaining those lengths of crossing in excess of 24' at each crossing site.

With respect to protecting the railroad track in vicinity of the easterly crossing site at existing Railroad Sta. 864+35, MP 55.8, account blasting operations, this Company will place ballast between the rails and for 1 or 2' outside the rails in the area to protect same during the Contractor's operations. Cost of this work will also be billed against the State.

#2
Mr. F. D. Morgan

March 8, 1965

It is presumed that the State, under terms of its contract with M-K Co., will recollect the Railroad's costs in providing extra crossing lengths and the track protection.

Will you kindly acknowledge your receipt of this letter and advise if there are any objections to the handling outlined herein.

Yours very truly,

cc:
Mr. W. W. Hudson,
Project Manager
Morrison-Knudsen Company, Inc.
P. O. Box 298
Cascade Locks, Oregon 97014

Mr. Glenn A. Starkey,
Resident Engineer
Oregon State Highway Department
P. O. Box 596
Hood River, Oregon

RECEIVED
MAR 31 1965

OREGON STATE HIGHWAY DEPARTMENT

FOR FILE

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APR 12 1965
Chief Engineer
Oregon Department of Public Roads

Project Name Cascade Locks-Mitchell Point
Highway 6-47 Columbia River
County Hood River
Contractor Morrison-Knudsen Co., Inc.
Address 603 Hoge Bldg., Seattle, Washington, 98104

Date March 11, 1965
Contract No. 6541
Prefix 614-1049
F. A. Project No. I-80N-2(9)43
Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Clear debris from Herman Creek and reconstruct channel both upstream and downstream from the highway crossing.

Location by station numbers:

234, upstream 600' ±, downstream 300'±

Estimate of quantities and cost:

Labor, including additives	$ 675.00
Equipment Rental	1,950.00
Contractor's allowance	375.00
	$3,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Repair and restoration of creek channel damaged extensively by Christmas week flood of 1964. Debris is logs and will be burned. Contractor is now clearing in the area and work is expected to start about March 12, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $ 3,000.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, ~~Assistant State Highway Engineer or Office Engineer.~~

State Printing

Copy To Young
3-31-65

RECEIVED
MAR 31 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Cascade Locks-Mitchell Point ..... Date March 5, 1965

Highway Columbia River ..... Contract No. 6541

County Hood River ..... Prefix 614-1049

Contractor Morrison-Knudsen Company, Inc. ..... F. A. Project No. I-80N-2(9)43

Address 603 Hoge Bldg., Seattle, Washington 98104 ..... Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove log jam, debris and improve channel on Viento Creek.

Location by station numbers:

783+00 Rt. (Upstream)

Estimate of quantities and cost:

Equipment Rental	$3,500.00
Labor	1,300.00
Materials	200.00
Total	$5,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

To restore creek channel damaged by Christmas flood. Early approval is recommended in order that this work can be coordinated with contractor's clearing operation which is now being started in this area.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $5,000.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. ------ Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing Copy To Young 3-31-65

RECEIVED
MAR 18 1965
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Contingent upon modification of project a[illegible] additional funds are [illegible]
Date MAR 1-0-1965 [illegible]
Title Dist. Engineer

U.S. Bureau of Public Roads
Group 1

Project Name Cascade Locks-Mitchell Point
Highway [illegible]
County Hood River
Contractor Morrison-Knudsen Co. Inc.
Address 603 Hoge Bldg., Seattle, Washington 98104

Date March 3, 1965
Contract No. 6541
Prefix 614-1049
F. A. Project No. I-80N-2(9)43
Order No. No. 5

LLOYD P. SHAW

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Adjust existing water lines as provided in contract and shown in plans.

Does not include adjustment of Viento Park water lines which are by bid item.

Location by station numbers:

217 - 227 (Oxbow Hatchery area)
488 - 508 (Wyeth area)
786 - 791 (Viento area, not including State Park Supply lines)

Estimate of quantities and cost:

Labor (including payroll additives)	$1,850.00
Equipment rental	1,000.00
Materials	1,500.00
Contractors Allowance	650.00
Total	$5,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

An anticipated item for which $5,000.00 was included in the project authorization. It is expected that work will start about March 15, 1965.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $5,000.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	$None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. — Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing Copy To Young 3-18-65

RECEIVED
MAR 1 5 1965

Form OD-121
(11-63)
(Prev. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

DATE: March 1, 1965

In reply refer to: 08-35.2-DA

E 80N-2(9)43

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6.2.1

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Columbia River Highway

We have noted that the Union Pacific Railroad in their approval letter dated January 27, 1965 requested the construction of relocation "A" first so it may have one winter's settlement before placement of tracks.

At the preconstruction conference for this project held February 24, great emphasis was noted on this railroad requirement, all of which appeared to be news to both the contractor and the Union Pacific Division personnel, who had not even received a copy of the letter.

Forcing the contractor to begin in the area in question rather than allowing him to follow his own plan could conceivably cause additional expense and controversy which would be to the detriment of all concerned.

It is our understanding the local railroad people have expressed themselves to the effect that so long as the fill is completed by the end of the current construction season their ends would be adequately served.

The contractor stated at the above mentioned meeting that he had not planned to work in the area concerned as a first order of business, but had intended to work areas of rock until the weather changed. He also stated that completion of the fill in question before the end of the current season would present no problem.

On the basis of the above we would not consider any added expense required for early completion of this fill to be justified.

RECEIVED
MAR 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

Copies To
young
Morgan
3-12-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

2-5.3.B

FORM M-30 SOH 2-63 40907

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
February 25, 1965

SUBJECT: Cascade Locks-Mitchell Pt. Sect.
Columbia River Highway
Contract No. 6541

To:
Mr. F. D. Morgan
Construction Engineer
Salem

Attention: G. L. Decker

Reference is made to your letter of February 4, 1965 regarding the request by the Union Pacific Railroad Company to complete railroad relocation "A" on the subject section as a first order of business. This matter was discussed during the preconstruction conference which was held on this project yesterday, February 24, and a transcript of the proceedings will be forwarded shortly.

The contractor has tentatively agreed to schedule this portion of the work for completion sometime this fall, which we believe will satisfy the intent of Mr. Bunjer's letter. This schedule was tentatively agreed to by Mr. Glen Tabor of the Union Pacific Railroad Company who was present at the conference.

A. E. Johnson
Division Engineer

by

C. T. Keasey
Assistant Division Engineer

CTK:fb
cc Glenn Starkey

2-26-65
Copies sent L. P. Shaw
L. W. Young
per Decker -
bjm

CONSTRUCTION DIVISION
RECEIVED
FEB 26 1965
NOTIFY: C.E. R/W COE

5

Salem, Oregon
February 4, 1965

Cascade Locks-Mitchell Point Section
Columbia River Highway
UPRR Relocation

Mr. A. E. Johnson
Division Engineer
State Highway Department
P. O. Box 4727
Portland, Oregon 97202

Copies of correspondence from J. A. Bunjer of the Union Pacific Railroad Company and L. P. Shaw, as discussed with you today (February 3), are attached.

This correspondence deals with the railroads request to have their line change near Cascade Locks completed as a first order of business on the contract, and the need to advise the contractor of this schedule.

Will you please contact the contractor on this matter. This office should be furnished with a transcription of your understandings with, and instructions to, the contractor.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachments

cc: L. P. Shaw
L. H. Young

Salem, Oregon
February 4, 1965

Cascade Locks-Mitchell Point Section
Columbia River Highway
UPRR Relocation

Mr. A. E. Johnson
Division Engineer
State Highway Department
P. O. Box 4727
Portland, Oregon 97202

Copies of correspondence from J. A. Bunjer of the Union Pacific Railroad Company and L. P. Shaw, as discussed with you today (February 3), are attached.

This correspondence deals with the railroads request to have their line change near Cascade Locks completed as a first order of business on the contract, and the need to advise the contractor of this schedule.

Will you please contact the contractor on this matter. This office should be furnished with a transcription of your understandings with, and instructions to, the contractor.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:bjm
Attachments

cc: L. P. Shaw
L. H. Young

FORM E-30 SOM 12-62 84670

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 1, 1965

To: Mr. F. D. Morgan
Construction Engineer

SUBJECT: Union Pacific Railroad Relocation
Cascade Locks-Mitchell Point Section
Columbia River Highway

A copy of J. A. Bunjer's letter of January 27 is attached.

Union Pacific has agreed to award the contract on the basis of the low bid submitted by Morrison-Knudsen; however, the Railroad does wish the first line change near Cascade Locks completed first and has indicated it expects the State to see that this is accomplished. To this end, will you please contact our contractor and be certain that this construction schedule is understood and followed.

Lloyd P. Shaw
Assistant State Highway Engineer

Attachment
LPS:ajw

cc Forrest Cooper
R. L. Porter
L. H. Young

CONSTRUCTION DIV...
FEB 2 1965
HWY 93 E

RECEIVED
MAR 18 1965
FOR FILING

STATE COPY

APPROVED
Contingent upon modification of Project as discussed
Date MAR 10 1965
Dist. Engineer
U.S. Bureau of Public Roads
Group 1

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Cascade Locks-Mitchell Point Date Feb. 26, 1965

Highway Columbia River Contract No. 6541 NOTED FLOYD P. SHAW

County Hood River Prefix 614-1049

Contractor Morrison-Knudsen Co. Inc. F. A. Project No. I-80N-2(9)43

Address 603 Hoge Bldg., Seattle, Washington 98104 Order No. 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Construct utility access roads as per contract. See Sheet 29 of plans.

Location by station numbers:

Throughout project as shown on plans.

Estimate of quantities and cost:

Labor (including payroll additives)	$ 800.00
Equipment rental	2,500.00
Materials	200.00
Contractors Allowance (15%)	500.00
Total	$4,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

An anticipated item for which $4,000.00 was set up in the project authorization.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $4,000.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing Copy To Young 3-18-65

RECEIVED
MAR 10 1965
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
February 25, 1965

SUBJECT: Cascade Locks-Mitchell Pt. Sect.
Columbia River Highway
Contract No. 6541

6541

To:
Mr. F. D. Morgan
Construction Engineer
Salem

Attention: G. L. Decker

Reference is made to your letter of February 4, 1965 regarding the request by the Union Pacific Railroad Company to complete railroad relocation "A" on the subject section as a first order of business. This matter was discussed during the preconstruction conference which was held on this project yesterday, February 24, and a transcript of the proceedings will be forwarded shortly.

The contractor has tentatively agreed to schedule this portion of the work for completion sometime this fall, which we believe will satisfy the intent of Mr. Bunjer's letter. This schedule was tentatively agreed to by Mr. Glen Tabor of the Union Pacific Railroad Company who was present at the conference.

A. E. Johnson
Division Engineer

by

C. T. Keasey
Assistant Division Engineer

CTK:fb
cc Glenn Starkey

NOTED
LLOYD P. SHAW

CONSTRUCTION DIVISION
RECEIVED
FEB 26 1965

2-26-65
Copies sent L. P. Shaw
L. W. Young
per Decker -
Bjm

RECEIVED
FEB 23 1965

CASCADE LOCKS-MITCHELL POINT

COLUMBIA RIVER HWY.

Railroad Relocation "C"

Savings to Railroad if deleted:		
Embankment 313,000 C.Y. @ 0.55		$ 172,150
Install Pipe & Culvert		
54" CMP 160' @ $27.00	$ 4,320	
Cl. "A" Conc. 90 C.Y. @ $85	7,650	
Metal Reinf. 14,000 Lb. @ 0.15	2.100	
66" Dr. Str. 70' @ $155	10,850	
	$24,920	24,920
Lay new track & Sig. Lines		
6,423' @ $32		205,930
Total		$403,000
Additional Cost to State to leave RR in Present Location		
Additional Exc. to move Hwy.		
144,000 C.Y. @ 0.74		$108,000
Disposal of excess Material		
(144,000 + 313,000) @ 0.60		274,000
Total		$382,000

Railroad Relocation "D"

Savings to Railroad if deleted:		
Embankment 520,000 C.Y. @ 0.55		$286,000
Install Pipes		
18" CMP 170' @ $7	$ 1,190	
132" Str. Pl. Pipe 150' @ $160	24,000	
	$25,190	$ 25,190
Lay new track & Sig.		
6,676' @ $32		213,810
Total		$525,000
Additional Cost to State to leave RR in Present Location		
Additional Exc. to Move Hwy.		
445,000 C.Y. @ 0.74		$329,300
Disposal of excess Material		
(445,000 + 520,000) @ 0.60		579,000
Total		$908,300

Cascade Locks-Mitchell Point Section - Cont'd.
Columbia River Highway

Railroad Relocation "E"

Savings to Railroad if deleted:		
Embankment 421,000 C.Y. @ 0.55		$231,155
Install Pipe:		
18" CMP 550' @ $7	$ 3,850	
24" CMP 120' @ $9	1,080	
30" CMP 140' @ $13	1,820	
108" Str. Pl. Pipe 200' @ $140	28,000	
	$34,750	34,750
Lay new track & Sig. 8,238' @ $32		263,616
Total		$529,521
Additional Cost to State to leave RR in Present Location		
Additional Exc. to Move Hwy. 128,000 C.Y. @ 0.74		$ 94,720
Disposal of excess material (128,000 + 421,000) @ 0.60		365,400
Total		$460,120

Savings to Railroad if future track area deleted:

Location "B"	22,000 @ 0.60	$ 13,200
Location "C"	49,000 @ 0.60	29,400
Location "D"	92,000 @ 0.60	55,200
Location "E"	72,000 @ 0.60	46,200
		$134,000

STATE COPY

Form E-204-OM

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date FEB 17 1965 Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Cascade Locks-Mitchell Point Date Feb. 2, 1965

Highway Columbia River Contract No. 6541

County Hood River Prefix 614-1049

Contractor Morrison-Knudsen Company, Inc. F. A. Project No. I-80N-2(9)43

Address 603 Hoge Bldg., Seattle, Washington 98104 Order No. 1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

State share of flagging cost.

NOTED
LLOYD P. SHAW

Location by station numbers:

Throughout project, Station 210 - 936

Estimate of quantities and cost:

$ 40,000 (Project Authorization amount)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

As per Supplemental General Provisions.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $40,000.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	$ None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing Copy To Young 2-23-65

RECEIVED
FEB 23 1965
FOR FILING

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date FEB 15 1965 By [signature] Dist. Engineer
U.S. Bureau of Public Roads

Project Name Cascade Locks-Mitchell Point
Highway Columbia River
County Hood River
Contractor Morrison-Knudsen Company Inc.
Address 603 Hoge Bldg., Seattle, Wash. 98104

Date Feb. 2, 1965
Contract No. 6541
Prefix 614-1049
F. A. Project No. I-80N-2(9)43
Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Temporary construction signing for directional routing of traffic.

NOTED
LOYD P. SHAW

Location by station numbers:

As required throughout project, Station 210 - 936.

Estimate of quantities and cost:

$800 (Project Authorization amount)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

As per contract special provisions.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Project authorization	$7,793,750.25
Present estimate of project cost, including $800.00 for work under this order	$7,793,750.25
Expected under-run / over-run amount	None
Expected under-run / over-run per cent	0

Space to right of this line is for use of Salem Office

Submitted by: /s/ G. A. Starkey
Glenn A. Starkey — Resident Engineer

Approval Recommended: /s/ G. L. Decker
Asst. — Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Kiersey
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing Copy To Young 2-28-65

RECEIVED
APR 12 1965
FOR FILING

I-5(N) 3(9)45

6:41

January 29, 1965

Morrison-Knudsen Company, Inc.
603 Hoge Building
Seattle 4, Washington

Gentlemen:

The State Highway Commission on December 15, 1964, accepted your proposal for grading and structures on the Cascade Locks-Mitchell Pt. Section of the Columbia River Highway, east of Cascade Locks in Hood River County for the sum of $6,254,478.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6541.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. H. Young
R. G. Savage (SIAC)
I. D. Merchant
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

ER

RECEIVED
FEB 1 - 1965
FOR FILING

I-BN-2(9)43
6-211

January 29, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Your concurrence as of today, is requested in the award of contract for the Cascade Locks-Mitchell Point Section, Project No. I-80N-2(9)43.

All rights of way or rights of entry have been acquired.

All rights of access, including utilities, to or from abutting properties are either (1) denied by law, (2) have been acquired or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion.

The low bidder completed the statement in our proposal regarding non-discrimination in employment as required by Bureau of Public Roads IM 20-4-64.

We are forwarding a copy of the Union Pacific Railroad Company concurrence letter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:mb

RECEIVED
FEB 5 - 1965
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

January 29, 1965

08-35.EC

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Grading & Structures

As requested in Mr. Young's letter of today advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of this date in the award of contract No. 6541 to Morrison-Knudsen Company of Seattle, Washington, low bidder in the amount of $6,254,478.00 at the December 8, 1964 bid opening.

This award was held pending receipt of the January 27, 1965 Union Pacific concurrence in award.

Original To Young
2-4-65

NOTED
LLOYD P. SHAW

RECEIVED
FEB 5 - 1965
FOR FILING
6541

Salem, Oregon
January 20, 1965

Mr. F. D. Morgan
Construction Engineer

Flagging Highway Traffic
Cascade Locks-Mitchell
Point Section
Columbia River Highway

Attention: T. W. Litchfield

This is in regard to the Union Pacific Railroad's objection to the wording in the draft of our Railroad-State agreement; in particular, Section 5, Relocation of Railroad, Subsection C, Article 1. This article states that "actual expense of hauling excavated material..." will be considered part of the Railroad's expense and reimbursable to the State. The Railroad's contention is that this might include flagging of highway traffic if conflict with that traffic arose beyond the free haul distance from the point of excavation.

As of Tuesday, January 19, 1:05 p. m., I talked to Mr. Ted Dee, Bureau of Public Roads, by telephone explaining that we wished to clarify the meaning of Article 1 by letter so that flagging of highway traffic under these conditions is not an obligation of the Railroad or to be paid for by the Railroad. Mr. Dee indicated that he was agreeable to this procedure.

Will you please see that this is carried to the Railroad and satisfactorily documented.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter

RECEIVED
JAN 25 1965
FOR FILING

Salem, Oregon
January 19, 1965

Mr. F. D. Morgan
Construction Engineer

Union Pacific Railroad
Letter of January 13
Wyeth - Columbia River Highway

Attention: T. W. Litchfield

The Union Pacific Railroad Company letter dated January 13, under File No. D 315-2-8, in its third paragraph refers to maintenance of a new railroad bridge near Station 520 west of Wyeth.

There is nothing in our understanding which would obligate the State to maintenance of this bridge in the event it is constructed. Please make this extremely clear to the railroad at the earliest possible date. We do not want the railroad's statement to stand on the record.

In the fourth paragraph, Union Pacific refers to flagging, pilot car operation, and traffic devices. From the general wording of its letter, the railroad's statement may be correct; however, implied in this may be something other than normal highway traffic. Possibly the railroad means to include highway construction traffic which could quite conceivably cross its rails and require flagging, pilot car operation, and signal devices due to construction for its benefit, and should therefore be the railroad's responsibility.

Will you please look closely into this matter and discuss your findings with either Mr. Porter or me.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter

RECEIVED
JAN 20 1965
FOR FILING
Correct
RIW
W. C. JOHNSON
SUPERINTENDENT
OREGON DIVISION
Cc R L Porter

Sp

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JANUARY 13, 1965

File Ref. D 315 - 2 - 8

CONSTRUCTION DIVISION
JAN 15 1965
NOTED

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Reference is made to your letter of November 18, transmitting revised construction plans for Railroad approval and use in connection with highway and railroad changes proposed between Cascade Locks and Meno, Oregon, under FAP I-80N-2(9)43.

Herewith returned is one set of the State's Plans bearing the approval of Mr. J. M. Bates for the Railroad's Chief Engineer as noted thereon. The plans were approved without change.

However, wish to advise that it will be necessary to supplement the Railroad-State agreement of JUNE 10, 1963 to provide for the construction and maintenance of the new railroad bridge near Sta. 520+00 west of Wyeth, Oregon. It is the Railroad's understanding that the State is willing to assume all cost for constructing and maintaining this bridge, and the supplemental agreement will be prepared on this basis and submitted to the State for signing in the near future.

Talked to Lewis Pruter on Thurs 1-18-65 State will not maintain RR

In addition, wish to advise with respect to the section in the Special Provisions requiring the State to participate in the Contractor's cost of providing flagmen, pilot car operators and devices to handle highway traffic, that the Railroad Company is not willing to accept any billings from the State in this connection. This matter of providing flagging protection for highway traffic is something that is not covered within the agreement nor previously

By Construction Engineer

NOTED
R. L. PORTER

discussed and agreed upon by the Company and the State. Also, it has not been heretofore interpreted as being a portion of Railroad cost by the Railroad Company and consequently billings cannot be accepted.

Yours very truly,

W. G. Johnson

enc.

COPIES TO:

AW PARSONS (2)
RL PORTER
LP SHAW
PM STEPHENSON
FD MORGAN
I D MERCHANT
L H YOUNG
C H MAISON.
A E JOHNSON
G A STARKEY
JACK HESLA

1-15-65
I

THESE PLANS ON FILE IN MY OFFICE.
I

RECEIVED
JAN 8 - 1965
FOR FILING

Corral
R/W
Col R Thay (W)

lfp
Cascade Locks
Mit. Pt.

January 7, 1965

Mr. H. F. Rittenhouse, Director
State Marine Board
506 Public Service Building
Salem, Oregon 97310

Dear Mr. Rittenhouse:

Last fall, the Columbia River Gorge Commission and the State Marine Board asked the Highway Commission to give consideration to preserving a cove near Wyeth on the Columbia River. This will be in connection with the railroad and highway relocation on the Cascade Locks-Mitchell Point Section.

I find that you have not been officially advised of the Commission's action, which will be to construct a bridge in the railroad embankment so that small boats may pass under the railroad facility and use the cove for refuge or anchor.

If you have any questions on the above, please do not hesitate to contact us.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Dusty
R. L. Forster
P. M. Stephenson
Victor D. Wolfe
A. E. Johnson

STATE OF OREGON
STATE MARINE BOARD
OFFICE OF THE DIRECTOR
SALEM 97310

October 8, 1964

Mr. Forrest Cooper
State Highway Engineer
Highway Building

File: 1089

Dear Mr. Cooper:

Referring to my letter of August 20th, file 991, regarding the cooperative project with the Union Pacific Railroad Company whereby the State Highway Department will widen the Columbia River Highway east of Cascade Locks and the Railroad Company will move its tracks onto fills which will be constructed across several small inlets in the Columbia River. Material to construct the fills will come from the highway construction work.

It is understood that this project will be given further consideration at your Highway Commission meeting scheduled for tomorrow, October 9th. Accordingly, we would again recommend that consideration be given to including a trestle in the fill to be built across a small cove near Wyeth. A trestle would permit small vessels to use this cove as a harbor of refuge.

It is also understood there will be excess rock to be disposed of from the project. In another cove nearby, adjacent to the property owned by a Mr. Gregg, is another location which could be developed into an excellent harbor of refuge for small craft. This could be accomplished if the excess rock could be placed as shown on the enclosure marked #2 for a distance of approximately 100 yards. It is understood that the land from which this proposed breakwater would take off is in state ownership.

As pointed out in my previous letter, the Columbia River Gorge can become quite windy at times and there is a need for small harbors of refuge. This need will become more apparent in future years.

Very truly yours,

R. F. Rittenhouse

R. F. RITTENHOUSE
Director

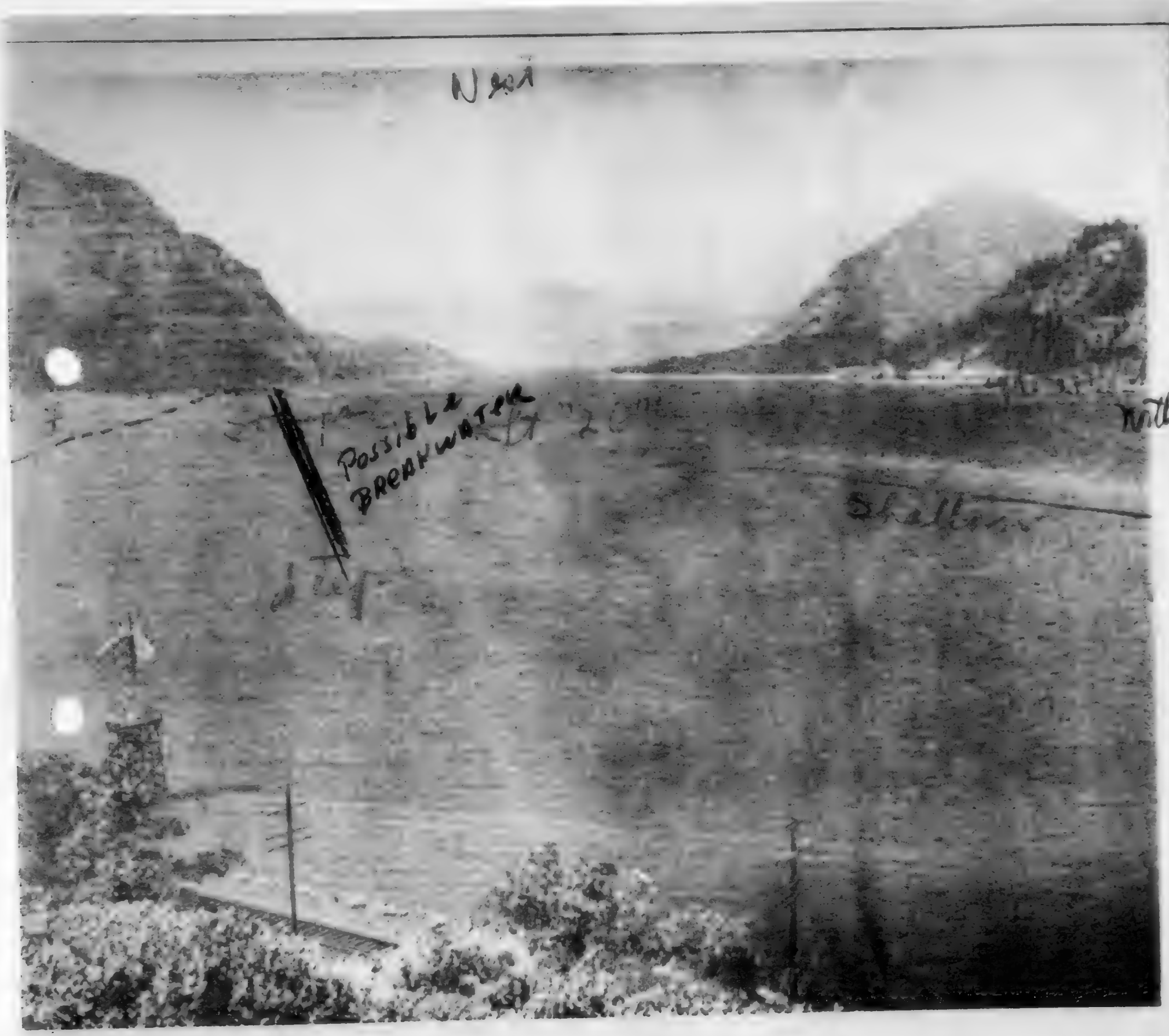
Hand delivered to Stephenson

RECEIVED
OCT 8 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RFR:gl
Encl.(2)

ENCLOSURE 1

NORTH
EAST
TRESTLE
PROPOSED FILL
SMALL CRAFT HARBOR OF REFUGE


N 201
POSSIBLE BREAKWATER
With
Shallow

West
North
Possible Beaver Dam

EAST
R-R FILL
POSSIBLE
BREAKWATER

ENCLOSURE 2

BREAKWATER FROM EXCESS ROCK
[redacted]
SMALL CRAFT HARBOR OF REFUGE

RECEIVED
AUG 31 1964
FOR FILING

Cent
K/W
Col. R. (4)
Spec

St. Marine Board
small boat harbor
along Col. R. Hwy

August 31, 1964

The Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem, Oregon 97310

Dear Governor Hatfield:

This is in reply to your letter of August 24 in which you refer to a matter brought to your attention by Mr. R. F. Rittenhouse, Director of the State Marine Board, involving matters in connection with reconstruction of the Interstate Highway from Cascade Locks to Mitchell Point.

In order to arrive at an agreement with all parties concerned re the construction of this badly needed unit of highway, we have been in negotiation, principally with the Union Pacific Railroad, for a period of 5½ years. This was one of the most difficult and time-consuming negotiations that we have ever undertaken. We are now prepared to award the contract which, among other things, involved moving substantial sections of the Union Pacific railroad.

I am reluctant to open this pandora's box again, as I am sure we would face seemingly interminable delays. These "Eleventh Hour" requests are embarrassing, in that we do not wish to appear uncooperative but, after carefully considering all of the elements, I believe that we should proceed.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fm

cc R. L. Porter
Victor D. Wolfe

August 26, 1964

Mr. R. F. Rittenhouse, Director
State Marine Board
506 Public Service Building
Salem, Oregon 97310

Dear Mr. Rittenhouse:

This is to acknowledge receipt of your August 20 letter containing your suggestions as to breakwaters and boat basins in the Columbia River between Cascade Locks and Mitchell Point.

The Highway Department will call for bids on this section of the Interstate system in the very near future and we are reluctant to make any changes in the approved construction plan. We do not wish to be uncooperative in this matter but think you should know that it has taken the Department since January 1959 to reach an agreement with the Union Pacific Railroad Company relative to all aspects of the work. I am sure that changes which you suggest could hold up this work for many months, and after such a long and difficult negotiation, we do not believe it is in the public interest to delay the matter further.

The suggestions also present a financial problem in that any increase in costs would not be eligible for financing with Federal Interstate Highway funds. Just what these increases would be we have not estimated, but invariably trestle or bridge construction costs more than straight fill and construction of breakwaters (particularly in deep water) is also not a particularly cheap endeavor.

We hope you will understand the Department's position in the matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Victor D. Wolfe

RLP:ms bbc

STATE OF OREGON
STATE MARINE BOARD
OFFICE OF THE DIRECTOR
SALEM 97310

August 20, 1964

Mr. Forrest Cooper
State Highway Engineer
State Highway Building

File 991

Dear Mr. Cooper:

It is understood that there are plans for a cooperative project with the Union Pacific Railroad Company whereby the State Highway Department will widen the Columbia River Highway east of Cascade Locks and the Railroad Company will move its tracks onto fills which will be constructed across several small inlets in the Columbia River. Material to construct the railroad fills will come from the highway construction work.

The Columbia River gorge can become quite windy at times and, consequently, the river becomes rough. There is now a need for small harbors of refuge along this section of the river and the need will become more and more evident each year.

The construction of these fills would provide a natural harbor of refuge providing there were access to the waters behind the fills. It is recommended, therefore, that your arrangements with the Railroad Company include their providing access to these waters by constructing a trestle at each of these fills where the waters behind the fill would provide a refuge for small craft.

It is also understood that there will be excess rock from the project to be disposed of. In this connection it is believed that this surplus rock could be put to good use by constructing several small breakwaters which would offer protection to small craft.

We ask that you give these recommendations your consideration. We would be pleased to go over the area with your representatives should you so desire.

Enclosed are several reproductions of pictures of the area on which our recommendations are sketched.

Thank you for your cooperation.

NOTED
R. L PORTER

RECEIVED
AUG 21 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Yours very truly,

R. F. Rittenhouse
Director

RFR:mm
cc - U.S. Army Engineers

RECEIVED
JAN 8 1965
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID P. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
January 7, 1965

Cascade Locks City Light
Cascade Locks, Oregon

ATTENTION: Mr. McDon L. Bonta

Re: Power Line Adjustment
Cascade Locks City Light
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43

Gentlemen:

Your estimate and sketch map for the adjustment of the above-captioned facilities, as submitted with your letter of December 14, 1964, and work order dated December 11, 1964, have been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with this work as of January 5, 1965.

As stated in the above-mentioned correspondence, the State and the City have agreed to the following reimbursable percentages:

Remarks	Conflicts on Private Property	Total Conflicts	State to Reimburse
As per our Staff Attorney's letter of 10-19-64	24	31	77.4%
3 additional poles as per attached Work Order	27	34	79.4%

12 additional poles to be adjusted at request of the City increase the total poles to 46 and makes the highway portion of the total utility contract 34/46ths or 73.9%

As stated above the engineering is to be charged to highway portion only. Therefore, it is agreed that the State will reimburse the City 79.4% of the actual cost of the highway portion. This highway portion includes the

$2,000 lump sum engineering fee. Using the terms agreed to above it is estimated the State's share of this adjustment is as follows:

Total Estimated Cost of Utility Project		$25,903.91
Less Lump Sum Engineering		2,000.00
TOTAL LESS ENGINEERING		$23,903.91
Highway Portion (Less Engineering) $23,903.91 x 73.9%	= $17,664.99	
Lump Sum Engineering	2,000.00	
TOTAL HIGHWAY PORTION	$19,664.99	
State Share $19,664.99 x 79.4%	=	$15,614.00

Please contact Mr. Glenn A. Starkey, Resident Engineer, P. O. Box 617, Hood River, Oregon 97031, Phone 386-1066, at least three days prior to beginning work so that your work may be coordinated with that of the State's contractor.

Reimbursement for work performed subsequent to January 5, 1965 will be made subject to the provisions of PPM 30-4 and all supplements thereto upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of your work in the bill. It will also be necessary for you to execute the X-Permit, which has been sent to you under separate cover.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: L. P. Shaw
A. W. Parsons
L. H. Young
C. H. Maison
A. E. Johnson
G. A. Starkey
E. E. Johnston
Jack Hesla

RECEIVED
DEC 28 1964
FOR FILING

Carried
Rlw
Cop. R. Hung

Spec

December 23, 1964

Mr. Herbert Wensel
City Administrator
Cascade Locks, Oregon

Dear Mr. Wensel:

Apparently there is still some misunderstanding in regard to the relationship between State award of construction contracts and City award of contracts to relocate power lines. Insofar as you are concerned there is no connection between these two elements.

You were advised January, 1964, by our Mr. J. H. Hershberger as to the matter of reimbursement for this type of work. He also explained the procedures necessary to comply with Bureau of Public Roads PPM 30-4. Concurrence of the Bureau of Public Roads in the matter of contracting and preparation of plans and estimate were received in August. Information to this effect was forwarded to you by our Mr. Litchfield under date of August 7. The amount of participation was changed upward by Mr. Hershberger's letter of October 19 to 24/31 of the total cost of the 31 adjustments necessary. This ratio will be subject to change based on your more recent estimate.

In your letter of December 2, you state that you are proceeding with preliminary engineering on the basis it will be 100 per cent reimbursable to the City. This is not the case. Reimbursement will be at the 24/31 ratio stated above, unless some revision in the percentage is made after we review the estimate you recently submitted to our representatives.

As soon as your estimate has been approved by the State and Bureau of Public Roads, you will be notified in writing to proceed with the work. State award or rejection of bids that were recently received on the Cascade Locks-Mitchell Point Section has no bearing on your project and it should not be delayed in either case.

We will expect you to proceed promptly to award a contract for pole reconstruction following your receipt of our letter approving your plan and estimate.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter
T. W. Litchfield

MILDRED FREDRICH
Recorder-Treasurer

CITY OF CASCADE LOCKS
CASCADE LOCKS, OREGON

Municipal Owned Water, Light and Power

HERBERT WENZEL
City Administrator

December 2, 1964

RETURNED TO
Shaw
BY BOARD

State of Oregon
State Highway Department
Salem, Oregon 97310

Att: Forrest Cooper
State Highway Engineer

Dear Mr. Cooper:

This is in reply to your letter of November 3, 1964. Originally we awarded a contract to Mark W. Chisum, Inc. to relocate poles required by the highway construction. This was done in a rush without adequate engineering because we understood that your bids for the road work would be let almost immediately and that our relocation was imperative. It later developed that you requested another bid opening which postponed the matter to December.

During this interim, Mark W. Chisum, Inc., informed us that they could not do the job as bid, because of inadequate engineering, but chiefly because of the time element caused by the rejection of your bids for road work. The City Council then released them from the proposal and requested new bids.

We have since that time engaged Haner, Ross & Sporseen as our cunsulting engineers on the basis that this work would be 100% reimbursable to the City. That work is now almost completed, at least for the design specifications and preliminary estimates and survey portion. A copy of our contract with Haner, Ross & Sporseen is enclosed for your information and in accordance with your request.

We have now completed all estimates which either have been, or will be, with in a day, transmitted to the State Highway Department. We then await your approval on reimbursement so

that we may set a definite date for our bid opening with a pole contractor. There has been no duplication of engineering costs and the only delay was caused by the fact that you failed to award a contract for the freeway construction. This however, has worked to better advantage for us, as we now have the work properly engineered and we are able to prosecute its completion with your schedule.

Yours very truly,

Herbert Wenzel
City Administrator

RECEIVED
DEC 3 1964
OFFICE OF
STATE HIGHWAY ENGINEER

A G R E E M E N T

THIS AGREEMENT is made and entered into this 2nd day of December, 1964 by and between:

CITY OF CASCADE LOCKS, OREGON

and

HANER, ROSS & SPORSEEN, Consulting Engineers
220 S. W. Alder, Portland, Oregon

The Engineers agree to do all of the engineering for the Cascade Locks Utility Pole Relocation for the Project - CASCADE LOCKS-MITCHELL POINT COLUMBIA RIVER HIGHWAY EXPANSION PROJECT I-80 N-2 (9)(43) for the Lump Sum amount of Two Thousand Dollars ($2,000).

This engineering is to consist of the following:

1. Preparation of preliminary estimate of cost.

2. Design and specifications.

3. Surveys, including delineating the clearing area and after completion of clearing, setting of structure locations.

4. Final inspection and acceptance of the work. It is our understanding that the day to day inspection of the contract work during construction will be carried out by City forces and that the Engineer will be required to make the final inspection.

It is agreed that all of the engineering to be done will be reimbursable as set forth in "Policy and Procedure Memo 30-4 dated December 31, 1957".

CITY OF CASCADE LOCKS, OREGON

By _____
city administrator

HANER, ROSS & SPORSEEN
CONSULTING ENGINEERS

By _____
Stanley E. Sporseen, Partner

RECEIVED
DEC 1 - 1964
FOR FILING

Comet
R/W
Col. R. (6)
Spec

November 30, 1964

Mr. Herbert Wenzel
City Administrator
City of Cascade Locks
City Hall
Cascade Locks, Oregon

Dear Mr. Wenzel:

It is our understanding from your November 9 letter and a telephone contact with our Mr. Litchfield on November 13 that the City of Cascade Locks, through failure to sign a contract with Mark W. Chism, Inc., is now without a contractor to relocate poles as required by coming highway construction.

The reason given for failure to enforce the Chism contract, which according to your letter had been approved by the Highway Department prior to August 10, is that the Department did not award a contract on bids received for the Cascade Locks-Mitchell Point Section of the Columbia River Highway. The logic in the course followed by the City is obscure to us since the Chism bid should have advanced to active contract form shortly after approval whereas the Highway bid referred to was not received until September 22, 43 days later.

Failure of the City to properly prosecute its obligation in award of the contract will result in duplication of engineering costs and delay in completion of pole line removal. It is of great concern to us that utilities be moved and out of the Highway contractors' way. It was for this reason that early contracting of the pole relocation was arranged.

It appears that if Mark W. Chism, Inc., will not accept the contract on the basis of bids already made, it may be necessary to take new bids as suggested in your letter. The Federal Government's position in regard to duplication of engineering costs occasioned by the City's failure to act on the bids already received is not clear at the moment.

Your letter to Mr. Hershberger dated November 2 stated the City retained a consulting engineering firm (Hamer, Ross and Sorensen) to supervise the design and construction of this relocation work. In order to comply with PPM 40-6, we must have a copy of your agreement with this consulting firm for our review and approval. We would also like to know what engineering charges you have incurred to date for which you expect reimbursement.

We will appreciate being advised of action taken by the City on, or following, November 9 and when we may expect to receive the plans and estimate of this relocation work.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
Joseph Hershberger
A. E. Johnson

LPS:ajw fn

MILDRED FREDRICH
Recorder-Treasurer

CITY OF CASCADE LOCKS
CASCADE LOCKS, OREGON

Municipal Owned Water, Light and Power

HERBERT WENZEL
City Administrator

November 9, 1964

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon

re: Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9) 43

Dear Mr. Cooper:

Reference is made to the relocation of poles required by the Cascade Locks City Light. Several months ago, we took bids for this work. Mark W. Chisum, Inc. of Portland, Oregon were the low bidders. We then sent this with a tabulation to your office for approval.

Subsequently, approval was granted and on August 10, 1964 the City Council, at its meeting, gave an award for this contract in the amount of $13,880 to Mark W. Chisum, Inc. for the relocation of the poles with the city to furnish all materials. The contract was approved but the signing was held up because the State Road Department did not award its bids and scheduled new bids for December 8, 1964.

In the meantime, and on November 6, 1964, we received a letter from Mark W. Chisum, Inc. in which they declined to accept the bid awarded to them on August 10, 1964. A photostatic copy of this letter is forwarded to you which gives their reasons. We are now at a loss as to just what to do.

This matter will be presented to the City Council at their meeting tonight, November 9, 1964. I do not know what will happen but I presume we will take new bids. The City has engaged Haner, Ross & Sporseen, consulting engineers, to prepare all the data necessary for reimbursement on that portion of the contract which will be paid for by the State Highway Department. This includes reimbursement for the engineering fees of registered consulting engineers as required by your Department.

Yours very truly,

Herbert Wenzel
City Administrator

NOTED
LLOYD P. SHAW

Mark W. Chisum Corp.

November 6, 1964

Mr. Herbert Wenzel
Manager
City of Cascade Locks
Cascade Locks, Oregon

Dear Mr. Wenzel:

Due to the delay in awarding this bid we must decline to accept the award, if offered, due to the following reasons!

Item #1
The cost of labor was increased by union agreement on 10-1-64 increasing our cost on this contract to the amount of $ 1035.88

Item #2
According to records of past experience the increase cost of performing construction in the winter compared to the cost of doing the same construction in the summer, is about 20%. This would increase our total cost by 2,776.00

Item #3
Dt wphld appear from recent investigation that the exact route of the pole line may not be in the same location as was designated prior toour bidding hhis contract, Since it is not clear to us the amount of tree trimming that will be necessary to complete the contract we must therefor eliminate this item from our original quotation.

If you should agree that this additional cost to us of Three Thousand Eight Hundred Eleven [$3,811.00] dollars is reasonable and will allow us these additional cost items, adding them to our original bid of Thirteen Thousand Eight Hundred Eighty [$ 13,880.00] dollars we will be able to perform the work and will assist in keeping such records as will be required by the Highway Department.

The attached "Breakdown" as requested in your letter of October 28, 1964 includes the above revision.

Very truly yours,

RECEIVED
NOV 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Eugene Ridenour
Vice President
Mark W. Chisum, Inc.
12035 S. W. Faircrest
Portland, Oregon 97225

MILDRED FREDRICH
Recorder-Treasurer

CITY OF CASCADE LOCKS

CASCADE LOCKS, OREGON

Municipal Owned Water, Light and Power

HERBERT WENZEL
City Administrator

November 2, 1964

RECEIVED
NOV 4 1964
LEGAL & RIGHT OF WAY

Mr. J. N. Hershberger
Utilities & Railroad Attorney
State of Oregon
Highway Department
Salem, Oregon

re: Power Line Adjustment
Cascade Locks-Mitchell Point Sec.
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43

Dear Mr. Hershberger:

This will acknowledge receipt of your letters of October 14 and 19, 1964.

The City of Cascade Locks has retained Haner, Ross and Sporseen, Consulting Engineers of Portland, in connection with the utilities relocation. They and Neal M. Wenzel, their Resident Engineer at Cascade Locks, are preparing all the necessary information to submit to you for utilities relocation reimbursement. We understand that the Consulting Engineering fees are to be included in the allowable cost for reimbursement.

We hope to have all necessary data submitted to you prior to December 8, 1964.

Yours very truly,

Herbert Wenzel
City Administrator

Copy to Litchfield

NOTED
J. HERSHBERGER
file with utility file + attached correspondence
R-4

CONSTRUCTION DIVISION
NOV 4 1964
CE ACE ACE COE

FORM E-125

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 19, 1964

Cascade Locks City Light
Cascade Locks
Oregon

Attention: Mr. Herbert Wenzel
City Administrator

Re: Power Line Adjustment
Cascade Locks-Mitchell Point Section
Columbia River Highway (80N)
Hood River County
Project No. I-80N-2(9)43

Gentlemen:

This letter concerns and in part substitutes our letter of January 7, 1964. Said letter listed the facilities of Cascade Locks City Light which were found to conflict with the construction requirements of subject project, and after designating the location of said conflicts as to whether said location was on public road right of way or upon private property, said letter arrived at a figure for State's reimbursement to the utility for making such adjustments.

Since that letter was written our Field Utilities Liaison Engineer for that area has learned that certain of these conflicts which were previously listed as being upon public road right of way were located upon special use permits issued by the United States Forest Service to the utility. Locations of this type have been recognized by the Department as being upon private property.

Attached hereto is an amended list of conflicts of the facilities of Cascade Locks City Light in relation to the construction requirements of said project. Said list reflects that there are a total of 31 conflicts, 7 of which are located upon public road right of way and 24 upon private property. For reasons which appear in our original letter of January 7, 1964, and are further recited in Exhibit "A" which is attached hereto and by reference made a part hereof, State will reimburse the utility 24/31 or 77.4 per cent of its total cost for making these 31 adjustments.

Further construction information may be obtained from the Resident Engineer, Mr. Glenn A. Starkey. Inquiries and correspondence concerning the adjustment and relocation of these facilities should be addressed to the Field Utilities Liaison Engineer, Mr. Jack Hesla. The addresses of these gentlemen appear in our letter of January 7, 1964.

JNH:jr
Encl.

cc: F. D. Morgan
Ted Litchfield (4)
Jack Hesla
Glenn A. Starkey
E. E. Johnston
G. W. Ross
C. H. Maison
Dean Swift
A. E. Johnson

Very truly yours,

G. E. ROHDE
Chief Counsel

By
J. N. HERSHBERGER
Utilities & Railroad Attorney

S-123X, 50M 12-63

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 14, 1964

City of Cascade Locks
Cascade Locks
Oregon

Attention: Mr. Herbert Wenzel
City Administrator

Re: Power Line Adjustment
Cascade Locks-Mitchell Point Sec.
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43

Gentlemen:

I have for reply your letter of October 12, 1964, in which you requested information concerning your utility relocation reimbursement, and in particular its payment if the City hired an engineering consultant.

It has been our experience in the past when dealing with smaller cities on this problem that the cities have always retained a registered professional engineer to assist them with their relocation plans. The reason for this is that we can then rely on his relocation plan that the project is sound from an engineering standpoint.

From your letter, it appears that your proposed consultant engineer, while not registered, is well qualified. These qualifications will have to be checked and be satisfactory to the Highway Department. The factors to be considered by the highway engineers in determining the qualifications for an unregistered engineer are not within my knowledge. I would suggest that before retaining this individual, you forward to Mr. Ted Litchfield, Utilities Liaison Engineer, State Highway Department, Salem, Oregon 97310, a letter fully setting forth the qualifications and experience of your proposed consultant. Without Mr. Litchfield's approval of his qualifications, it is very possible that the Bureau of Public Roads would not participate in that portion of your relocation reimbursement.

Authorization for the above-outlined procedure, i.e. approval by the Highway Department of a prospective consultant, is found in Bureau of Public Roads' Policy and Procedure Memorandum No. 30-4, Amendment No. 6, dated July 14, 1964, Paragraph 3, and Policy and Procedure Memorandum No. 40-6. For your information, I am enclosing copies of the above-mentioned memoranda.

I trust that the foregoing answers your question concerning the necessity for the proposed consultant for this particular project to be a licensed or registered engineer in Oregon. It is noted that you wish to obtain approval concerning the employment of the consultant as quickly as possible; therefore, it is advisable that this qualifying information be furnished to Mr. Litchfield in the very near future.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
J. N. HERSHBERGER
Utilities & Railroad Attorney

JNH:jr
Encls.

cc: Ted Litchfield
Jack Hesla

MILDRED FREDRICH
Recorder-Treasurer

CITY OF CASCADE LOCKS

CASCADE LOCKS, OREGON

Municipal Owned Water, Light and Power

HERBERT WENZEL
City Administrator

copies to Hershberger & Hesla

October 12, 1964

RECEIVED
OCT 13 1964
LEGAL & RIGHT OF WAY

Mr. J. N. Hershberger
Utilities & Railroad Attorney
State Highway Department
Salem, Oregon 97310

re: Power Line Adjustment
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43

Dear Mr. Hershberger:

Further reference is made to your letter of January 27, 1964 regarding the relocation of our poles and power facilities necessitated by the new freeway. We have been in contact with Jack Hesla, Field Utilities Liaison Engineer in Portland and Glenn A. Starkey, Resident Engineer in Hood River. We would like very much to complete all the administrative details and forms for prior approval from your office and the Bureau of Public Roads for proper reimbursement.

This necessitates some engineering work for which we are not equipped. Cascade Locks is a small municipal utilities and has only a line foreman, and a lineman plus billing clerks. This means that we must retain a utilities engineer to do the work necessary to meet State Highway Department requirements.

In your letter you advise that work performed by a consultant engineer is contract work and will be billed separately for total reimbursement. We have a utilities engineer ready to take on this job but were informed by Mr. Hesla that his services would not be considered totally reimbursable.

The utilities engineer we wish to engage is well qualified but is not a licensed engineer in Oregon. This is only a small job but one in which we need special assistance. Please advise us if it is necessary that the engineer we contract with, be registered in Oregon for this small job. If this be true, then advise us if we may employ him directly by the City

NOTED
J. HERSHBERGER

and have the cost of his services reimbursed by the State. It is understood that the services of the utilities engineer is only for this job and his fees would be around $700. Please advise us immediately as we are anxious to get the drawings and estimates to you for prior approval.

Yours very truly,

Herbert Wenzel
City Administrator

RECEIVED
AUG 21 1964
FOR FILING

August 20, 1964

Mr. Herbert Wenzel
City Administrator
City of Cascade Locks
Cascade Locks, Oregon

Dear Mr. Wenzel:

We have your August 12 letter enclosing a copy of your Resolution No. 137 asking the Highway Department to change its policy so that the Federal Bureau of Public Roads may assist in the reimbursement of the cost of moving utilities.

It appears that there is some misunderstanding or misinformation relative to this matter. Under present Oregon law, utilities may occupy public road or highway right-of-way but, in case of road widening or reconstruction, the utility company must relocate at its own expense. In those cases where a utility company is occupying its own right-of-way and due to widening a move is necessary, the Highway Department is obligated and properly so to stand the cost of the move. Federal highway regulations permit the Bureau of Public Roads to participate in the cost of such adjustments; however, where it is the legal responsibility of the utility company to move at its expense the Federal Bureau of Public Roads will not participate regardless of whatever action the Highway Commission might take.

I trust that this will inform you re this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Victor D. Wolfe

RLP:ms fn bbc

RECEIVED
AUG 18 1964

Salem, Oregon
August 17, 1964

Mr. Forrest Cooper
State Highway Engineer

OFFICE

Reference is made to the August 12 letter directed to the Secretary to the Highway Commission by Herbert Wenzel, City Administrator of Cascade Locks. This letter has to do with a policy of reimbursing the City for removal and adjustment of power facilities.

If the State has a legal obligation or responsibility to move such facilities, we can ask for and receive Federal reimbursement. However, if the City is now occupying right-of-way under permit and the terms of the permit require the City to move the facilities at its expense in case of highway widening or relocation, the Bureau of Public Roads will not participate in the cost regardless of whatever action the Highway Department may take.

If you need anything further, please let me know.

R. L. Porter
Deputy State Highway Engineer

RLPims
att - file

RECEIVED
AUG 13 1964

August 13, 1964

Mr. Herbert Wenzel
City Administrator
City of Cascade Locks
Cascade Locks, Oregon

Dear Sir:

This will acknowledge receipt of Resolution #137 adopted by the Cascade Locks City Council requesting the Highway Department to revise its policy on moving power lines so that the Bureau of Public Roads may assist in reimbursement of the cost of moving.

I am forwarding the resolution to Mr. Forrest Cooper, State Highway Engineer for his information.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rn

cc - Forrest Cooper

MILDRED FREDRICH
Recorder-Treasurer

CITY OF CASCADE LOCKS

CASCADE LOCKS, OREGON

Municipal Owned Water, Light and Power

HERBERT WENZEL
City Administrator

August 12, 1964

State of Oregon
Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed you will find Resolution No. 137 passed by the City Council of the City of Cascade Locks. This requests that the Highway Department change its policy and seek cooperation from the Federal Bureau of Public Roads to reimburse minicipal utilities for the relocation of poles caused by the freeway.

This might not be a problem for a large utility company but in the case of Cascade Locks, which operates a small light and power utility, the added expense can break the operation. It has been necessary where we remove several poles for your freeway, that we have had to move an entire line as a result.

Apparently this is really a matter that should be taken up with the legislature but the City did want to go on record to seek this aid.

Yours very truly,

Herbert Wenzel

Herbert Wenzel
City Administrator

RECEIVED
AUG 12 1964
OREGON
STATE HIGHWAY COMMISSION

RESOLUTION NO. 137

RESOLUTION REQUESTING CHANGE OF POLICY OF OREGON HIGHWAY DEPARTMENT ON POLE RE-LOCATION.

WHEREAS the Oregon State Highway Department with the aid of the Federal Bureau of Public Roads has been constructing freeways, one of which is along the edges of Cascade Locks. The City of Cascade Locks applauds the building of freeways although it contends its need for more suitable ingress and egress; and

WHEREAS in constructing the freeway, the City Light, a small municipal owned power company, has frequently been asked to move and re-locate its poles to meet the new freeway requirements; and

WHEREAS City Light operates from Bridal Veil to Wyeth, which is quite a distance and has required the re-location of almost all of its poles; and

WHEREAS the Federal Bureau of Public Roads when requested by the State Highway Department as its policy, will reimburse almost all of the cost of re-locating these poles but the Oregon State Highway Department has no such policy; and

WHEREAS the request to re-locate these poles and compensating City Light only for poles on private easement has caused an undue burden upon the City of Cascade Locks and its tax payers; and

WHEREAS this re-location of poles has become so serious it could financially break any small public utility at the will of the State Highway Department under the guise of freeway construction:

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Cascade Locks does hereby request the Oregon State Highway Department to change its policy so that the Federal Bureau of Public Roads may assist in the reimbursement of this cost, the same as is done in the majority of the States in these United States.

Introduced by Barnett

Seconded by Duby

Ayes: Barnett, Duby, Opbroek Jackson, Miles, Nichols

Nayes: _____

Absent: Neff

I certify that this is a true and exact copy of Resolution passed August 10, 1964.

Mildred Fredrich

Mildred Fredrich, Recorder

FORM S-126

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 27, 1964

Cascade Locks City Light
Cascade Locks
Oregon

Attention: Mr. McDon L. Bonta

Re: Power Line Adjustment
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43

Gentlemen:

It has been brought to the attention of the writer that an erroneous date was furnished concerning the receipt of bids on the above-titled highway project in our letter of January 7, 1964. The date as recited therein was November 19, 1963. In fact this job has not been let and is tentatively scheduled for letting on April 21, 1964.

We assume that if this did make any difference in your plans that you contacted the Resident Engineer and the Field Utilities Liaison Engineer as pointed out in the body of the letter.

It has been requested by field personnel that the service line, which is mentioned in item 3 in said letter of January 7, 1964, in the conflicts which are located upon public road right of way, remain in place and in service during the construction period and until you are notified by the Field Utilities Liaison Engineer or the Resident Engineer when said conflicts should be removed.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
J. N. HERSHBERGER
Utilities & Railroad Attorney

JNH:jr

cc: F. D. Morgan
Ted Litchfield (4)
Jack Hesla
Glenn A. Starkey
E. E. Johnston
G. W. Ross
C. H. Maison
Dean Swift
A. E. Johnson

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 7, 1964

Cascade Locks City Light
Cascade Locks
Oregon

Attention: Mr. McDon L. Bonta

Re: Power Line Adjustment
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43

Gentlemen:

We received bids on the above-titled Federal-aid highway project on November 19, 1963. Certain of your utility facilities are in conflict with the construction requirements of subject project and must be adjusted. The following conflicts are all located upon public road right of way:

(1) Power poles and transformers located 147 feet southerly of Station "L^{E}" 222+50.

(2) A power pole 63 feet southerly of Station "L^{E}" 224+00 and a power pole 31 feet northerly of Station "L^{W}" 224+22.

(3) A service line to warning flashers from a contact on a tree at Station "L" 364+40 right.

The following conflicts are located upon both public and private right of way:

(1) 20 poles of a power line consisting of 22 poles located between Station "L" 256+15 and Station "L" 303+25. 16 of these 20 poles are located upon private property and 4 upon public road right of way.

(2) A line consisting of 7 poles located on the southerly side of centerline from Station "L" 486+50 to Station "L" 496+[illegible]. 2 of these 7 poles are located upon private property and 5 are within public road right of way.

In respect to conflicting utility facilities that are located upon public road right of way, it is the Utility's obligation to make the necessary adjustments without reimbursement. In respect to conflicting utility facilities which are located upon private property, it is the obligation of the State, pursuant to the provisions of Bureau of Public Roads' Policy and Procedure Memorandum No. 30-4, issued December 31, 1957, and amendments and supplements thereto, to reimburse you for the proper and reasonable cost of their adjustment.

In view of the foregoing, it is the obligation of the State to reimburse Cascade Locks City Light for 18/31 of the total cost of making the necessary adjustments listed above.

In the event that any of the work for which State is to make reimbursement is let by you to contract, your special attention is called to paragraph 6 of said PPM 30-4. Under said paragraph, work performed by anyone not listed on the payroll of your company as a regular employee is considered as contract work; for example, the employment of a consultant engineer. In order that we may comply with Federal regulations, it is requested that you submit a drawing and a cost estimate for adjusting the above-listed conflicts. Please mail said drawing and cost estimate to the Field Utilities Liaison Engineer for that area, Mr. Jack Hesla, 5821 N. E. Glisan Street, Portland 97213. The Construction Engineer's Office in Salem will advise you of authority to proceed with the work. For your information and use a set of instructions is attached hereto relative to billing under PPM 30-4. All progress billings are subject to 10% retainage until final billing for the project. Your sketch map and cost estimate constitute your offer to perform the necessary adjustments for the sum mentioned in the cost estimate. Approval of said sketch map and cost estimate constitutes State's acceptance of your offer. However, reimbursement under this agreement will be limited to the actual cost incurred in the performance of the estimated work.

Further information concerning construction details may be secured from the project Resident Engineer, Mr. Glenn A. Starkey, P. O. Box 617, Hood River 97031. In the event that the relocation of these facilities is to be within highway right of way, the District Maintenance Superintendent for District 1-C, Mr. E. E. Johnston, 5821 N. E. Glisan Street, Portland 97213, should be contacted concerning issuance of a permit for said relocation.

All inquiries relating to general policy and procedure requirements pertaining to the adjustment and relocation of utilities as may be required by highway construction and relocation should be addressed to the Field Utilities Liaison Engineer, whose name and address appear above.

A word of caution is offered in respect to performance of work for which reimbursement is to be sought by the Utility. (See PPM 30-4, 7d)

1. If you find that work is required in addition to that covered in the approved sketch map and cost estimate, do not perform said additional work prior to obtaining approval for the same. A cost estimate and sketch map of the proposed additional work must accompany the request for its approval and shall be submitted to the Field Utilities Liaison Engineer in the usual manner.

Failure to obtain prior approval for additional work is cause for refusal by the State to reimburse you for such work.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
J. N. HERSHBERGER
Utilities & Railroad Attorney

JNH:jr
Encl.

cc: F. D. Morgan
Ted Litchfield (4)
Jack Hesla
Glenn A. Starkey
E. E. Johnston
G. W. Ross
C. H. Maison
Dean Swift

RECEIVED
JAN 8 - 1965

A. O. STRANDBERG
VICE PRESIDENT

Morrison-Knudsen Company, Inc.

CONTRACTORS AND ENGINEERS

EXECUTIVE OFFICE
319 BROADWAY, BOISE, IDAHO

HOGE BUILDING
SEATTLE 4, WASHINGTON

6 January 1965

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. Lloyd P. Shaw

Gentlemen:

With reference to your letter of December 31, 1964 regarding a 30-day extension for awarding of the Cascade Locks-Mitchell Point Section of the Columbia River Highway.

We are agreeable to this 30-day extension.

Yours very truly,

MORRISON-KNUDSEN COMPANY, INC.

A. O. Strandberg, Vice President

RBS:bdc

RECEIVED
JAN - 7 1965
STATE HIGHWAY COMMISSION

Copy To Young
1-8-65

RECEIVED
JAN 4 - 1965
FOR FILING

Carr
RIX
Col R Thorp (a)

Lp.

December 31, 1964

Mr. A. O. Strandberg
Vice President
Morrison-Knudsen Company, Inc.
Post Office Box 450
Boise, Idaho

Dear Mr. Strandberg:

Bids were received by the Oregon State Highway Commission on December 8 for the construction of the Cascade Locks-Mitchell Point Section of the Columbia River Highway. You were the low bidder but due to the fact that the Union Pacific Railroad Company is also a party to this contract, we have requested its concurrence in the award of the contract.

It now appears that the Union Pacific Railroad Company will not be able to give us a definite answer until after the expiration of the thirty-day period set forth in our proposal for the award of the contract. Due to this circumstance, we are requesting that you extend us time to award the contract another thirty days and give us a letter to this effect.

Your prompt attention to this matter will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc A. W. Parsons - BPR
Forrest Cooper
R. L. Porter
C. H. Maison
Floyd Query
L. H. Young

LHY:mb: ajw

RECEIVED
JAN 11 1965

477 Cottage Street, N.E.
Salem, Oregon - 97301

January 5, 1965

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

08-35.EC

Original signed by
T. Dec
Eng. Coordinator

By: T. Dec
Engineering Coordinator

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-808-2(9)43, Cascade Locks-Mitchell Point Section
City of Cascade Locks, Utility Adjustment

Our memorandum dated November 16, 1964 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letters dated January 7, 1964, January 27, 1964, and October 19, 1964, Work Order dated December 11, 1964 and the above-mentioned utility's letter dated December 14, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated December 28, 1964.

Our August 5, 1964 memorandum approved the contract method for the Mark W. Chisum Inc. to do both the preparation of the estimate and actual adjustments. Subsequently, and as covered in your January 4, 1965 letter the contractor declined the bid and the city now plans to contract their engineering and adjustments separately. We hereby approve the contract method for engineering and actual adjustments based upon the utility not being adequately staffed or equipped to perform this work with its own forces. Reimbursement on an agreed lump sum basis of $2,000 for engineering, as well as the use of Haner, Ross and Sporseen is approved.

Our November 16 memorandum requested the permits for access rights for this adjustment should be furnished prior to our concurrence in award of the project. Inasmuch as we understand these permits are nearly prepared, but held up due to the current emergency and resultant lack of personnel, we will defer this submission requirement until you are able to prepare these permits.

Our program memorandum dated June 5, 1957 for preliminary engineering under Item 36 is considered to have authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

Original to Young
1-8-65

3

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
ENGINEERING DEPARTMENT

J. A. BUNJER
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA 68102

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER
Please note & return

January 27, 1965

OW-11-24

AIR MAIL

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon 97310

(CC - Mr. R. M. Brown, District Engineer
Union Pacific Railroad Co. - Portland)

Dear Mr. Cooper:

Referring to your letter of December 10th regarding the bids received for the Cascade Locks-Mitchell Point Section of the Columbia River Highway (I80-N):

Union Pacific is agreeable to awarding this contract on the basis of the low bid submitted by Morrison-Knudsen Company. It is expected that you will do the first line change near Cascade Locks first and we will arrange to complete this portion as quickly as possible. However, it is not contemplated that you will finish all of this grading in ample time to permit thorough settlement, and we will, therefore, arrange to allow the new embankment to remain over one winter's season so that full settlement should be had before we place the track in the new location.

Yours very truly,

J. A. BUNJER

NOTED
R. L. PORTER

NOTED
LLOYD P. SHAW

RECEIVED
JAN 6 - 1965
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

December 31, 1964

Original signed by
J. H. GIRVIN

08-35.EC

. W. Parsons, Division Engineer
Salem, Oregon

By:
M. E. Martin
Acting Division Engineer

Oregon Project I-80N-2(9)43, Cascade Locks-Mitchell Point Section
Pacific N.W. Bell Telephone Company Utility Adjustment

Our memorandum dated August 31, 1964 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated July 15, 1964, furnished with the P.S. & E. documents, and the above-mentioned utility's letters dated December 7 and December 14, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated December 28, 1964. Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate is approved.

Our November 16, 1964 memorandum requested the permits for access rights for this adjustment should be furnished prior to our concurrence in award of the project in as much as we understand these permits are nearly prepared, but held up due to the current emergency and resultant lack of personnel, we will defer this submission requirement until you are able to prepare these permits.

Our program memorandum dated June 5, 1957 for preliminary engineering under Item 36 is considered to have authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

Original To Hang
1 6 65

RECEIVED
DEC 29 1964
MILDRED FREDRICH
FOR FILING
Recorder-Treasurer

NOTED
LLOYD P. SHAW

CITY OF CASCADE LOCKS

CASCADE LOCKS, OREGON

Municipal Owned Water, Light and Power

HERBERT WENZEL
City Administrator

December 24, 1964

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Shaw:

This will acknowledge your letter of December 23, 1964. We have no misunderstanding with the work to be performed. If any misunderstanding exists, it does so by lack of coordination between Salem, Portland and Hood River on the part of the State Highway Department. Our only concern with the award of construction contracts was to have our work all completed and ready to start so that it would not interfere with State Highway construction.

You also mentioned that this work is not 100% reimbursable to the City. We have always understood that we would pay our ratio even though this is caused by the State Highway Department and just about breaks the small city of Cascade Locks financially. Our only question was regarding reimbursement for the preliminary engineering work. We have included in our preliminary estimate $2,000 which represents that portion which will be paid by the State. Actually our engineering bill is $2,600 and we still feel that all of this should be paid by the State. Were it not for your freeway, we would not be forced to have this work done.

Our estimates have been completed and sent to you via your Portland office. Just as soon as we receive approval from you and the Bureau of Public Roads, we are ready to start work. We will proceed promptly to award a contract for pole relocation and complete all necessary work for the city. We can do nothing further at this point until we receive your approval to proceed in writing.

Please bear in mind that Cascade Locks is in a state of emergency. We have flood waters, have been without any

Original To Barber
12-29-64

city water supply until a few hours ago, and that only is temporary, and your State Highway is being undermined by flood waters. Nevertheless, we will proceed as rapidly as you desire.

Yours very truly,

Herbert Wenzel
City Administrator

RECEIVED
DEC 28 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 28 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 18 1967

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Raymond M. Kell
Vice Chairman
Capt. H. T. Shaver
H. B. Cooper
James W. Goodsell
Marshall N. Dana
Honorary Lifetime
Commissioner

I-811-2(9

GENERAL MANAGER
Thomas P. Guerin
6 of 1

OFFICES IN:
Tokyo, Japan
New York, N. Y.
Washington, D. C.

PORTLAND PUBLIC DOCKS

Operated by The Commission of Public Docks

3070 N.W. FRONT AVENUE • PORTLAND, OREGON 97210
TELEPHONE 226-8231 • TWX 503-224-1982
CABLE ADDRESS: "DOCOM"

December 15, 1964

Mr. P. M. Stephenson
Asst. State Highway Engineer
State Highway Building
Salem, Oregon

Dear Steve:

You will remember that you spoke to me at the Water Problems Conference last week about the development at Wyeth Cove and your hope that the Union Pacific might be persuaded by such an agency as the Columbia Gorge Commission to provide accommodations for the use of the shoreland especially in recognition of the bridge that will be built by the State Highway Department.

I took this up with Mrs. Jensen of the Columbia River Gorge Commission on Monday, and today have a letter from T. H. Burgess, Secretary of the Commission. While it is marked that copies are being sent to you and to Mrs. Jensen, I will nevertheless enclose a copy for your immediate attention.

Does this meet the need as you outlined it to me in our conversation?

With all good wishes this time for the Christmas and New Year and for you and yours,

Cordially,

Marshall Dana

MARSHALL N. DANA

MND:dak
Attachment
cc: Mrs. Jensen
Mr. T. H. Burgess

THE PRESIDENT'S "E" AWARD FOR EXPORT SERVICE

MRS. GERTRUDE G. JENSEN, CHAIRMAN
PORTLAND
GEORGE D. RUSH, MEMBER
PORTLAND
ROY WEBSTER, MEMBER
HOOD RIVER
KENNETH SECRETARY
PORTLAND

RECEIVED
DEC 16 1965
FOR FILING

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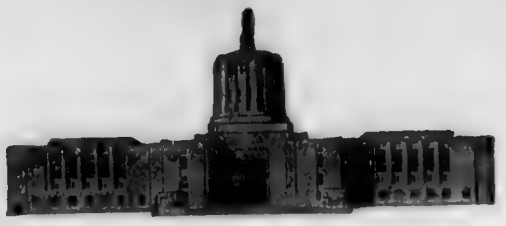

STATE OF OREGON
COLUMBIA RIVER GORGE COMMISSION
P. O. BOX 3400 PORTLAND 8 97208

December 14, 1964

Mr. Marshall N. Dana
Portland Public Docks
3070 N. W. Front Street
Portland, Oregon

Dear Marshall:

Mrs. Gertrude Jensen, Chairman of the Columbia River Gorge Commission, asked me to write you relative to the developments at WyethhCove. As I understand it this is for a letter you plan to write Assistant State Highway Engineer Mr. P. M. Stephenson.

I have discussed this matter with Mr. Stephenson and Division Engineer Mr. A. E. Johnson. At the request of Mrs. Jensen and several members of the Columbia River Gorge Conservation Committee of the Portland Women's Forum, I attended a meeting of the Forum and the Union Pacific Railroad. This meeting was held on December 1 at the Union Pacific offices. Mr. Baker, General Manager, and several of his staff participated. The Forum was represented by President Dorothea Lench and several other committee members. The highlights of the hour's discussion were:

(1) Apparently at first, most of the members of the Forum Committee felt quite strongly that they did not want the Wyeth Cove changed in any way;

(2) The change in the railroad location was necessitated by the needs for widening the State highway;

(3) All known alternate solutions to the problem were discussed. The one that appeared as most feasible was to move the railroad out into the Cove. There were apparently two choices here:

a. Move out just far enough to provide the highway the needed space. This would have the effect of moving the railroad out into the cove along its full edge. This would not materially help the alignment of the railroad and would eliminate the use of the Cove for most recreational purposes. It would destroy the small beach area and no access would be available;

b. Build a fill with trestle straight across the Cove. This to provide an adequate small boat entrance. This would materially improve the railroad alignment and resultant safety. It would also provide for recreational development and make possible road access to the area.

The latter seemed to be the better choice.

NOTED
P. M. STEPHENSON

The lands between the highway and the water's edge at Wyeth Cove are all owned by the Union Pacific. At the December 1st meeting, Mr. Baker volunteered to provide a right-of-way, to the State, for access to the Cove area from the Wyeth interchange. The company officials also discussed the possibility of developing the Wyeth Cove area for recreation and implied they would be favorable to granting a use for such area, provided the State Parks Department would do the needed development.

At the conclusion of the meeting, several of the Women's Forum Committee apparently had changed their minds and accepted the fill with trestle as the best alternative.

Mrs. Jensen tells me that Lawrence Barber of the Oregonian believes that in addition to fill for the railroad, a breakwater would be very helpful in periods of storm. Perhaps this could be provided with waste material from the highway relocation.

If I can be of any assistance to you, please feel free to call on me. As I only work for the Commission part time, I can be reached at home by calling AT-1-6386.

Sincerely,

T. H. Burgess, Secretary
Columbia River Gorge Commission

cc:
Mrs. Jensen
Mr. Stephanson ✓

RECEIVED
DEC 14 1964
FOR FILING

December 10, 1964

AIRMAIL

Mr. J. A. Bunjer, Chief Engineer
Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68102

Dear Mr. Bunjer:

Enclosed is a tabulation of the bids received on December 8 for the Cascade Locks-Mitchell Point Section of the Columbia River Highway (I80-H) in this state. Also attached is our analysis of the Railroad's responsibility that is in line with our recent correspondence.

We are positive that we cannot secure Bureau of Public Roads approval on anything but the low bid. You will note that this contains an estimated Railroad responsibility of $855,626.47. It is standard procedure in Oregon to add 12½ percent to the bid items to cover contingencies and engineering. This would amount to $106,953.31 additional. Our 12½ percent is based on 8 percent for engineering and 4½ percent for contingencies.

In discussing the matter by telephone yesterday with your Mr. Brown, I did not at that time have a breakdown of the high bids submitted by Peter Kiewit Sons' Company. I was a little chagrined to determine that this by far was the most favorable quotation for the Union Pacific.

This Department will appreciate your advice as soon as possible as to your concurrence in accepting the low bid.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. L. H. Young
Mr. C. H. Maison

RLP:ma
encs.
cc/att Mr. R. M. Brown

Cascade Locks Mitchell Point (Bids
Railroad Responsibility

R.R. Reloc. Areas "B","C","D" & "E"	Quantity	Morrison-Knudsen Co. Inc. Unit Bid	Morrison-Knudsen Co. Inc. Amount	Slate-Hall Unit Bid	Slate-Hall Amount	G
Clearing & Grubbing	All (49%)	390810.00	1918877	450000.00	2209500	
Drainage Excav., Unclass.	390 Cu. Yds.	5.00	1950.00	4.50	1755.00	
Excavation, Unclass.	110,480 Cu. Yds	0.965	106613.20	1.15	127052.00	
Hauling & Placing Material	1,397,200 Cu. Yds.	0.45	628740.00	0.35	489020.00	
Finish Roadbed & Slopes	All (12.73%)	15000.00	190950	50000.00	636500	
12" Corrugated Steel Pipe, 14 Gage	55 Lin. Ft.	4.00	220.00	4.00	220.00	
18" — — — 12 Gage	950 Lin. Ft.	6.50	6175.00	6.25	5937.40	
24" — — — 12 Gage	280 Lin. Ft.	8.00	2240.00	8.25	2310.00	
30" — — — 10 Gage	130 Lin. Ft.	11.00	1430.00	11.30	1469.00	
54" — — — 8 Gage	160 Lin. Ft.	24.00	3840.00	29.00	4640.00	
Extra for Pipe under R.R.	All (100%)	14000.00	14000.00	12000.00	12000.00	
108" Structural Plate Pipe, 7 Gage	200 Lin. Ft.	113.00	22600.00	65.00	13000.00	
132" — — — , 8 Gage	150 Lin. Ft.	150.00	22500.00	85.00	12750.00	
R.R. Drainage Str., Sta. 499	70 Lin. Ft.	150.00	10500.00	150.00	10500.00	
Concrete manholes	1 only	500.00	500.00	500.00	500.00	
Cl. "A" Conc. in Box Culverts & Flume	90 Cu. Yds	85.00	7650.00	90.00	8100.00	
Metal Reinf. in Box Culv. & Flume	14000 lb.	0.13	1820.00	0.12	1680.00	
Sprinkling	1,500 M. Gal.	2.50	3750.00	2.50	3750.00	
Total			8558267		7231434.0	

Locks Mitchell Point (Bids Recd 12-8-64)

Responsibility	Knudsen Co. Inc.		Slate-Hall		Gibbons & Reed Co.		Peter Kiewit Sons' Co.	
	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
	.00	19188 77	450000.00	2209500	24500000	1202950	37400000	1836340
	.00	19500 00	4.50	175500	400	156000	550	214500
	0.965	1066320	1.15	1270520.00	113	1248424.0	158	1745584.0
	0.45	628740.00	0.35	489020.00	050	698600.00	0.001	13972.0
	0.00	19095.0	50000.00	636500	6000000	763800	6900000	878370
	4.00	2200.00	4.00	2200.00	350	19250	400	2200.00
	6.50	61750.0	6.25	59374.0	600	57000.0	600	57000.0
	8.00	22400.0	8.25	23100.0	750	21000.0	800	22400.0
	1.00	14300.0	11.30	14690.0	1100	14300.0	1100	14300.0
	4.00	38400.0	29.00	4640.00	2500	40000.0	2500	40000.0
	00.00	140000.0	12000.00	120000.0	1500000	1500000	300000	300000
	3.00	226000.0	65.00	130000.0	5500	1100000	8000	1600000
	50.00	225000.0	85.00	127500.0	7000	1050000	9000	1350000
	50.00	105000.0	150.00	105000.0	12000	840000	10000	700000
	00.00	50000	500.00	50000	50000	50000	30000	50000
	5.00	765000	90.00	810000	8000	720000	7500	675000
	0.13	18200.0	0.12	16800.0	0.13	18200.0	0.12	16800.0
	2.50	37500.0	2.50	37500.0	3.00	45000.0	2.50	37500.0
		8555826 47		7231434.0		9170124.0		2710177.0

01	MORRISON KNUDSEN COMPANY INC BOISE IDAHO		6,254,478.00
02	SLATE-HALL PORTLAND 23		6,822,610.00
03	GIBBONS AND REED CO SALT LAKE CITY UTAH		6,918,356.00
04	PETER KIEWIT SONS CO OMAHA NEBRASKA 68131		6,983,542.20

OSEN COMPANY INC	6,254,478.00	275	06
	6,822,610.00	359	06
REED CO Y UTAH SONS CO KA 68131	6,918,356.00	146	06
	6,983,542.20	211	06

12/08/64 JOB NO. 06 — LOW BIDDER275

NO.	ITEM NAME	QUANTITY	UNIT	UNIT BID	AMOUNT	359.
1	CLEARING AND GRUBBING	1.000	LUMP SUM	390810.00	390,810.00	450000.0
2	DRAINAGE EXCAVATION UNCLASSIFIED	11,500.000	CU YDS	5.00	57,500.00	4.5
3	STR EXC FOR BIN-TYPE WALLS UNCLASS	6,900.000	CU YDS	5.75	39,675.00	4.5
4	EMB FOUNDATION EXC UNCLASSIFIED	100.000	CU YDS	10.00	1,000.00	3.0
5	EXCAVATION UNCLASSIFIED	3,152,000.000	CU YDS	.96503	3,041,680.00	1.1
6	HAULING & PLACING MATERIALS	2,837,700.000	CU YDS	.45	1,276,965.00	.3
7	FINISHING ROADBED AND SLOPES	1.000	LUMP SUM	15000.00	15,000.00	50000.0
8	ROUNDING CUTBANKS	30,000.000	LIN FT	.12	3,600.00	.2
9	SEEDING	46.000	ACRES	125.00	5,750.00	250.0
10	MULCHING	46.000	ACRES	280.00	12,880.00	300.0
11	LOOSE RIPRAP	5,300.000	CU YDS	3.50	18,550.00	4.0
12	12-INCH CULVERT PIPE	4,400.000	LIN FT	3.50	15,400.00	3.5
13	18-INCH CULVERT PIPE	3,870.000	LIN FT	4.50	17,415.00	4.5
14	24-INCH CULVERT PIPE	590.000	LIN FT	6.00	3,540.00	6.0
15	30-INCH CULVERT PIPE	60.000	LIN FT	8.00	480.00	8.0
16	36-INCH CULVERT PIPE	100.000	LIN FT	10.00	1,000.00	13.0
17	42-INCH CULVERT PIPE	90.000	LIN FT	13.00	1,170.00	17.0
18	54-INCH CULVERT PIPE	40.000	LIN FT	17.00	680.00	24.0

QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	359	211	146
1.000	LUMP SUM	390810.00	390,810.00	450000.00	374000.00	245000.00
1,500.000	CU YDS	5.00	57,500.00	4.50	5.50	4.00
6,900.000	CU YDS	5.75	39,675.00	4.50	5.50	6.50
100.000	CU YDS	10.00	1,000.00	3.00	2.00	5.00
2,000.000	CU YDS	.96503	,041,680.00	1.15	1.58	1.13
7,700.000	CU YDS	.45	1,276,965.00	.35	.0010	.50
1.000	LUMP SUM	15000.00	15,000.00	50000.00	69000.00	60000.00
30,000.000	LIN FT	.12	3,600.00	.25	.15	.25
46.000	ACRES	125.00	5,750.00	250.00	160.00	100.00
46.000	ACRES	280.00	12,880.00	300.00	250.00	225.00
5,300.000	CU YDS	3.50	18,550.00	4.00	4.00	3.00
4,400.000	LIN FT	3.50	15,400.00	3.00	3.00	3.00
3,870.000	LIN FT	4.50	17,415.00	4.75	4.30	4.50
590.000	LIN FT	6.00	3,540.00	6.60	6.00	5.50
60.000	LIN FT	8.00	480.00	8.60	8.00	7.50
100.000	LIN FT	10.00	1,000.00	13.00	10.00	9.00
90.000	LIN FT	13.00	1,170.00	17.00	13.00	12.00
40.000	LIN FT	17.00	680.00	24.00	20.00	17.00

12/08/64 JOB NO. 06

NO.	ITEM NAME	QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	35
19	18-INCH METAL PIPE	1,050.000	LIN FT	4.50	4,725.00	4
20	24-INCH METAL PIPE	150.000	LIN FT	6.00	900.00	6
21	12-IN CORR STEEL PIPE 14 GAGE	55.000	LIN FT	4.00	220.00	4
22	18-IN CORR STEEL PIPE 12 GAGE	1,450.000	LIN FT	6.50	9,425.00	6
23	24-IN CORR STEEL PIPE 12 GAGE	400.000	LIN FT	8.00	3,200.00	8
24	30-IN CORR STEEL PIPE 10 GAGE	130.000	LIN FT	11.00	1,430.00	11
25	36-IN CORR STEEL PIPE 10 GAGE	280.000	LIN FT	13.00	3,640.00	15
26	54-IN CORR STEEL PIPE 8 GAGE	160.000	LIN FT	24.00	3,840.00	29
27	18-IN CONCRETE PIPE CLASS V	230.000	LIN FT	7.00	1,610.00	7
28	24-IN CONCRETE PIPE CLASS V	140.000	LIN FT	10.00	1,400.00	10
29	30-IN NESTED-TYPE METAL PIPE	100.000	LIN FT	11.00	1,100.00	12
30	22-INCH ARCH-TYPE METAL PIPE	45.000	LIN FT	6.00	270.00	6
31	EXTRA FOR PIPE UNDER PAVEMENT	320.000	LIN FT	20.00	6,400.00	10
32	EXTRA FOR PIPE UNDER RAILROAD	1.000	LUMP SUM	14000.00	14,000.00	12000
33	108-IN STR PLATE PIPE 7 GAGE	200.000	LIN FT	113.00	22,600.00	65
34	132-IN STR PLATE PIPE 8 GAGE	150.000	LIN FT	150.00	22,500.00	85
35	SALVAGING & REINSTALLING CULVERT PIPE	35.000	LIN FT	4.00	140.00	5
36	R R DRAINAGE STRUCTURE STA 499	70.000	LIN FT	150.00	10,500.00	15

	QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	359	211	146
	1,050.000	LIN FT	4.50	4,725.00	4.75	4.50	4.50
	150.000	LIN FT	6.00	900.00	6.60	6.00	5.50
E	55.000	LIN FT	4.00	220.00	4.00	4.00	3.50
PE	1,450.000	LIN FT	6.50	9,425.00	6.25	6.00	6.00
PE	400.000	LIN FT	8.00	3,200.00	8.25	8.00	7.50
PE	130.000	LIN FT	11.00	1,430.00	11.30	11.00	11.00
E	280.000	LIN FT	13.00	3,640.00	15.50	13.00	12.00
PE	160.000	LIN FT	24.00	3,840.00	29.00	25.00	25.00
	230.000	LIN FT	7.00	1,610.00	7.00	6.30	8.00
	140.000	LIN FT	10.00	1,400.00	10.00	9.00	10.50
A	100.000	LIN FT	11.00	1,100.00	12.00	12.00	10.00
	45.000	LIN FT	6.00	270.00	6.00	5.00	5.00
ER	320.000	LIN FT	20.00	6,400.00	10.00	7.50	26.00
ER	1.000	LUMP SUM	14000.00	14,000.00	12000.00	3000.00	15000.00
IPE	200.000	LIN FT	113.00	22,600.00	65.00	80.00	55.00
IPE	150.000	LIN FT	150.00	22,500.00	85.00	90.00	70.00
ALLING	35.000	LIN FT	4.00	140.00	5.00	5.00	3.50
TURE	70.000	LIN FT	150.00	10,500.00	150.00	100.00	120.00

12/08/64 JOB NO. 06

NO.	ITEM NAME	QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	359
37	8-INCH DRAIN PIPE	160.000	LIN FT	2.00	320.00	2.
38	8-IN PERFORATED DRAIN PIPE	660.000	LIN FT	1.50	990.00	2.
39	12-IN PERF DRAIN PIPE	90.000	LIN FT	2.00	180.00	3.
40	6-IN METAL DRAIN PIPE UNCOATED	230.000	LIN FT	2.00	460.00	2.
41	8-IN METAL DRAIN PIPE UNCOATED	770.000	LIN FT	2.10	1,617.00	2.
42	6-IN PERF METAL DRAIN PIPE UNCOATED	5,680.000	LIN FT	1.10	6,248.00	2.
43	8-IN PERF METAL DRAIN PIPE UNCOATED	1,660.000	LIN FT	1.40	2,324.00	2.
44	12-IN PERF METAL DRAIN PIPE UNCOATED	1,080.000	LIN FT	2.10	2,268.00	3.
45	SPECIAL BACKFILL IN DRAINS	3,400.000	CU YDS	6.30	21,420.00	8.
46	18-INCH CULVERT END SECTIONS	38.000	ONLY	30.00	1,140.00	40.
47	24-INCH CULVERT END SECTIONS	5.000	ONLY	45.00	225.00	55.
48	22-IN ARCH-TYPE CULVERT END SECTIONS	2.000	ONLY	40.00	80.00	40.
49	CONCRETE INLETS TYPE G	35.000	ONLY	115.00	4,025.00	175.
50	CONCRETE INLETS TYPE D	8.000	ONLY	130.00	1,040.00	200.
51	SPECIAL CONCRETE INLETS	1.000	ONLY	200.00	200.00	500.
52	CONCRETE MANHOLES	10.000	ONLY	500.00	5,000.00	500.
53	RECONSTRUCTION OF MANHOLES	1.000	ONLY	400.00	400.00	300.
54	CLASS A CONCR IN BOX CULV AND FLUMES	850.000	CU YDS	85.00	72,250.00	90.

6	QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	359	211	146
	160.000	LIN FT	2.00	320.00	2.50	2.00	2.00
RAIN	660.000	LIN FT	1.50	990.00	2.75	2.10	2.50
PIPE	90.000	LIN FT	2.00	180.00	3.50	3.00	3.50
PIPE	230.000	LIN FT	2.00	460.00	2.25	1.50	2.00
IPE	770.000	LIN FT	2.10	1,617.00	2.50	2.10	2.50
RAIN	5,680.000	LIN FT	1.10	6,248.00	2.25	1.70	1.50
RAIN	1,660.000	LIN FT	1.40	2,324.00	2.75	2.20	2.50
DRAIN	1,080.000	LIN FT	2.10	2,268.00	3.50	4.50	3.50
IN	3,400.000	CU YDS	6.30	21,420.00	8.00	6.50	5.00
ND	38.000	ONLY	30.00	1,140.00	40.00	50.00	25.00
ND	5.000	ONLY	45.00	225.00	55.00	70.00	35.00
CULVERT	2.000	ONLY	40.00	80.00	40.00	60.00	25.00
TYPE G	35.000	ONLY	115.00	4,025.00	175.00	130.00	250.00
TYPE D	8.000	ONLY	130.00	1,040.00	200.00	130.00	300.00
INLETS	1.000	ONLY	200.00	200.00	500.00	500.00	375.00
S	10.000	ONLY	500.00	5,000.00	500.00	300.00	500.00
F	1.000	ONLY	400.00	400.00	300.00	300.00	200.00
BOX CULV	850.000	CU YDS	85.00	72,250.00	90.00	75.00	80.00

12/08/64 JOB NO. 06

NO.	ITEM NAME	QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	35
55	METAL REINF IN BOX CULV AND FLUMES	165,000.000	LBS	.13	21,450.00	
56	PAV INV GRTN CR & HARPHAN CR BOX CULV	1.000	LUMP SUM	1300.00	1,300.00	1500.
57	CONCRETE CURBS	25.000	CU YDS	70.00	1,750.00	55.
58	BIN-TYPE RET WALL STA 554&90-568&50	1.000	LUMP SUM	110000.00	110,000.00	160000.
59	BIN-TYPE RET WALL STA 570&50-576&10	1.000	LUMP SUM	80000.00	80,000.00	120000.
60	BIN-TYPE RET WALL STA 578&00-582&40	1.000	LUMP SUM	46000.00	46,000.00	70000.
61	BIN-TYPE RET WALL STA 727&40-731&30	1.000	LUMP SUM	54000.00	54,000.00	100000.
62	METAL GUARD RAIL	900.000	LIN FT	3.30	2,970.00	3
63	TYPE 2 BARRICADE	2,000.000	LIN FT	3.50	7,000.00	4
64	RAIL END PIECES	22.000	ONLY	6.00	132.00	5
65	SALVAGE AND REINSTALL GUARD RAIL	220.000	LIN FT	2.50	550.00	2
66	GUARD RAIL-SALVAGED BARRICADE	550.000	LIN FT	2.00	1,100.00	2
67	SALVAGE AND STOCKPILE TYPE 2 BARRICDE	750.000	LIN FT	1.50	1,125.00	1
68	GUIDE POSTS W-1	420.000	ONLY	8.00	3,360.00	8
69	SALVAGE AND STOCKPILE SIGHT POSTS	300.000	ONLY	2.00	600.00	2
70	TYPE 1 FENCE	30.000	RODS	13.00	390.00	11
71	TYPE 2 FENCE	190.000	RODS	14.00	2,660.00	13
72	TYPE 3 FENCE	60.000	RODS	42.00	2,520.00	42

D. 06 E	QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	359	211	146
BOX CULV	165,000.000	LBS	.13	21,450.00	.12	.12	.13
R & HARPHAN	1.000	LUMP SUM	1300.00	1,300.00	1500.00	1500.00	1000.00
	25.000	CU YDS	70.00	1,750.00	55.00	60.00	80.00
ALL STA	1.000	LUMP SUM	110000.00	110,000.00	160000.00	120000.00	128600.00
ALL STA	1.000	LUMP SUM	80000.00	80,000.00	120000.00	80000.00	80000.00
LL STA	1.000	LUMP SUM	46000.00	46,000.00	70000.00	60000.00	50000.00
ALL STA	1.000	LUMP SUM	54000.00	54,000.00	100000.00	80000.00	60000.00
IL	900.000	LIN FT	3.30	2,970.00	3.50	3.00	3.50
DE	2,000.000	LIN FT	3.50	7,000.00	4.00	3.30	3.00
ES	22.000	ONLY	6.00	132.00	5.50	5.00	5.00
INSTALL	220.000	LIN FT	2.50	550.00	2.50	2.30	2.00
LVAGED	550.000	LIN FT	2.00	1,100.00	2.00	1.70	1.50
TOCKPILE DE -1	750.000	LIN FT	1.50	1,125.00	1.50	1.30	1.00
	420.000	ONLY	8.00	3,360.00	8.00	8.00	7.50
TOCKPILE	300.000	ONLY	2.00	600.00	2.00	1.70	1.50
	30.000	RODS	13.00	390.00	11.00	11.00	9.00
	190.000	RODS	14.00	2,660.00	13.00	13.00	10.00
	60.000	RODS	42.00	2,520.00	42.00	40.00	23.00

12/08/64 JOB NO. 06 — LOW BIDDER275

NO.	ITEM NAME	QUANTITY	UNIT	UNIT BID	AMOUNT	359
73	20FT X 48IN METAL GATES	6.000	ONLY	150.00	900.00	150.
74	1-INCH WATER PIPE	520.000	LIN FT	1.00	520.00	2.
75	1 1/2-INCH WATER PIPE	230.000	LIN FT	1.00	230.00	2.
76	2-INCH WATER PIPE	1,270.000	LIN FT	1.10	1,397.00	3.
77	1-INCH GATE VALVES	3.000	ONLY	25.00	75.00	15.
78	1 1/2-INCH GATE VALVES	1.000	ONLY	30.00	30.00	20.
79	2-INCH GATE VALVES	1.000	ONLY	50.00	50.00	30.
80	ROCK DRINKING FOUNTAIN	1.000	LUMP SUM	600.00	600.00	600.
81	COARSE CRUSHED MATERIAL IN BASE	35,600.000	TONS	3.00	106,800.00	2.
82	3/4IN-0 MATERIAL IN BASE	5,000.000	TONS	3.00	15,000.00	2.
83	SPRINKLING	3,700.000	M-GALS	2.50	9,250.00	2.
84	ASPHALTIC PLANT-MIX BITUMINOUS BASE	3,600.000	TONS	8.50	30,600.00	14.
85	CLASS B ASPHALTIC CONCRETE	6,400.000	TONS	8.50	54,400.00	14.
86	MODIFY HERMAN CREEK BRIDGE	1.000	LUMP SUM	6600.00	6,600.00	5000.
87	SHORING CRIBBING ETC	1.000	LUMP SUM	29700.00	29,700.00	25000.
88	STRUCTURAL EXCAVATION	700.000	CU YDS	5.50	3,850.00	8.
89	STRUCTURAL EXC BELOW ELEV SHOWN	100.000	CU YDS	11.00	1,100.00	15.
90	FURNISH 10 BP 42 STEEL PILING	2,920.000	LIN FT	4.50	13,140.00	4.

QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	359	211	146
6.000	ONLY	150.00	900.00	150.00	140.00	140.00
520.000	LIN FT	1.00	520.00	2.00	1.50	1.50
230.000	LIN FT	1.00	230.00	2.50	2.00	2.00
1,270.000	LIN FT	1.10	1,397.00	3.00	3.00	2.00
3.000	ONLY	25.00	75.00	15.00	20.00	12.00
1.000	ONLY	30.00	30.00	20.00	30.00	17.00
1.000	ONLY	50.00	50.00	30.00	50.00	22.00
1.000	LUMP SUM	600.00	600.00	600.00	700.00	1100.00
35,600.000	TONS	3.00	106,800.00	2.50	2.00	3.00
5,000.000	TONS	3.00	15,000.00	2.50	2.20	3.00
3,700.000	M-GALS	2.50	9,250.00	2.50	2.50	3.00
3,600.000	TONS	8.50	30,600.00	14.00	8.50	15.00
6,400.000	TONS	8.50	54,400.00	14.00	8.50	15.00
1.000	LUMP SUM	6600.00	6,600.00	5000.00	10000.00	25000.00
1.000	LUMP SUM	29700.00	29,700.00	25000.00	19300.00	5000.00
700.000	CU YDS	5.50	3,850.00	8.00	4.00	6.00
100.000	CU YDS	11.00	1,100.00	15.00	10.00	6.00
2,920.000	LIN FT	4.50	13,140.00	4.00	3.50	3.50

12/08/64 JOB NO. 06

NO.	ITEM NAME	QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	359
91	DRIVE STEEL PILES	74.000	ONLY	66.00	4,884.00	60.0
92	SPLICE STEEL PILES	18.000	ONLY	38.50	693.00	30.0
93	CLASS A CONCRETE	1.000	LUMP SUM	106700.00	106,700.00	100000.0
94	METAL REINFORCEMENT	1.000	LUMP SUM	41470.00	41,470.00	39000.0
95	8-INCH METAL DRAIN PIPE	190.000	LIN FT	4.50	855.00	4.0
96	SHORING CRIBBING ETC	1.000	LUMP SUM	7700.00	7,700.00	10000.0
97	STRUCTURAL EXCAVATION	260.000	CU YDS	5.50	1,430.00	6.0
98	STRUCTURAL EXC BELOW ELEV SHOWN	25.000	CU YDS	6.00	150.00	8.0
99	FURNISH 10 BP 42 STEEL PILING	480.000	LIN FT	4.50	2,160.00	4.0
100	DRIVE STEEL PILES	12.000	ONLY	110.00	1,320.00	70.0
101	SPLICE STEEL PILES	3.000	ONLY	39.00	117.00	30.0
102	CLASS A CONCRETE	1.000	LUMP SUM	36300.00	36,300.00	31000.0
103	55FT TO 60FT TYPE III PRESTR BEAMS	12.000	ONLY	1210.00	14,520.00	1100.0
104	60FT TO 65FT TYPE III PRESTR BEAMS	4.000	ONLY	1320.00	5,280.00	1200.0
105	METAL REINFORCEMENT	1.000	LUMP SUM	11000.00	11,000.00	10000.0
106	PREPARATION OF SLOPES	500.000	SQ YDS	2.20	1,100.00	2.0
107	CONCRETE SLAB RIPRAP	500.000	SQ YDS	8.80	4,400.00	8.0
108	8-INCH METAL DRAIN PIPE	240.000	LIN FT	4.40	1,056.00	4.0

	QUANTITY	UNIT	LOW BIDDER275 UNIT BID	AMOUNT	359	211	146
	74.000	ONLY	66.00	4,884.00	60.00	90.00	120.00
	18.000	ONLY	38.50	693.00	30.00	30.00	37.00
	1.000	LUMP SUM	106700.00	106,700.00	100000.00	150000.00	140000.00
T	1.000	LUMP SUM	41470.00	41,470.00	39000.00	41500.00	50000.00
PIPE	190.000	LIN FT	4.50	855.00	4.00	3.75	3.00
C	1.000	LUMP SUM	7700.00	7,700.00	10000.00	10000.00	500.00
ION	260.000	CU YDS	5.50	1,430.00	6.00	4.00	6.00
OW ELEV	25.000	CU YDS	6.00	150.00	8.00	10.00	6.00
TEEL	480.000	LIN FT	4.50	2,160.00	4.00	3.50	3.50
	12.000	ONLY	110.00	1,320.00	70.00	90.00	160.00
	3.000	ONLY	39.00	117.00	30.00	30.00	40.00
	1.000	LUMP SUM	36300.00	36,300.00	31000.00	43000.00	40000.00
III	12.000	ONLY	1210.00	14,520.00	1100.00	1100.00	900.00
III	4.000	ONLY	1320.00	5,280.00	1200.00	1200.00	900.00
NT	1.000	LUMP SUM	11000.00	11,000.00	10000.00	11500.00	15000.00
OPES	500.000	SQ YDS	2.20	1,100.00	2.00	2.00	1.50
RAP	500.000	SQ YDS	8.80	4,400.00	8.00	8.00	7.00
N PIPE	240.000	LIN FT	4.40	1,056.00	4.00	3.75	3.00

12/08/64 JOB NO. 06 — LOW BIDDER275 — 359

NO.	ITEM NAME	QUANTITY	UNIT	UNIT BID	AMOUNT	
109	SHORING CRIBBING ETC	1.000	LUMP SUM	13200.00	13,200.00	15000.0
110	STRUCTURAL EXCAVATION	1,400.000	CU YDS	5.50	7,700.00	6.0
111	STRUCTURAL EXC BELOW ELEV SHOWN	140.000	CU YDS	7.70	1,078.00	7.0
112	CLASS A CONCRETE	1.000	LUMP SUM	98100.00	98,100.00	85000.0
113	METAL REINFORCEMENT	1.000	LUMP SUM	38500.00	38,500.00	40000.0
114	PREPARATION OF SLOPES	680.000	SQ YDS	2.20	1,496.00	2.0
115	CONCRETE SLAB RIPRAP	680.000	SQ YDS	8.80	5,984.00	8.0
116	8-INCH METAL DRAIN PIPE	220.000	LIN FT	4.40	968.00	4.0
117	STRUCTURAL EXCAVATION	2,700.000	CU YDS	7.70	20,790.00	7.0
118	STRUCTURAL EXC BELOW ELEV SHOWN	200.000	CU YDS	11.00	2,200.00	10.0
119	CLASS A CONCRETE	1.000	LUMP SUM	61600.00	61,600.00	75000.0
120	METAL REINFORCEMENT	1.000	LUMP SUM	12100.00	12,100.00	11000.0
121	FURNISH TIMBER PILING	1,440.000	LIN FT	1.40	2,016.00	1.2
122	DRIVE TIMBER PILES	24.000	ONLY	220.00	5,280.00	200.0
	TOTAL BID				6,254,478.00	6,822,610

12/08/64 JOB NO. 06 LOW BIDDER275

NO.	ITEM NAME	QUANTITY	UNIT	UNIT BID	AMOUNT	359
109	SHORING CRIBBING ETC	1.000	LUMP SUM	13200.00	13,200.00	15000.0
110	STRUCTURAL EXCAVATION	1,400.000	CU YDS	5.50	7,700.00	6.0
111	STRUCTURAL EXC BELOW ELEV SHOWN	140.000	CU YDS	7.70	1,078.00	7.0
112	CLASS A CONCRETE	1.000	LUMP SUM	98100.00	98,100.00	85000.0
113	METAL REINFORCEMENT	1.000	LUMP SUM	38500.00	38,500.00	40000.0
114	PREPARATION OF SLOPES	680.000	SQ YDS	2.20	1,496.00	2.0
115	CONCRETE SLAB RIPRAP	680.000	SQ YDS	8.80	5,984.00	8.0
116	8-INCH METAL DRAIN PIPE	220.000	LIN FT	4.40	968.00	4.0
117	STRUCTURAL EXCAVATION	2,700.000	CU YDS	7.70	20,790.00	7.0
118	STRUCTURAL EXC BELOW ELEV SHOWN	200.000	CU YDS	11.00	2,200.00	10.0
119	CLASS A CONCRETE	1.000	LUMP SUM	61600.00	61,600.00	75000.0
120	METAL REINFORCEMENT	1.000	LUMP SUM	12100.00	12,100.00	11000.0
121	FURNISH TIMBER PILING	1,440.000	LIN FT	1.40	2,016.00	1.2
122	DRIVE TIMBER PILES	24.000	ONLY	220.00	5,280.00	200.0
	TOTAL BID				6,254,478.00	6,822,610

ANTITY	UNIT	UNIT BID	LOW BIDDER275 AMOUNT	359	211	146
1.000	LUMP SUM	13200.00	13,200.00	15000.00	4000.00	500.00
400.000	CU YDS	5.50	7,700.00	6.00	3.50	6.00
140.000	CU YDS	7.70	1,078.00	7.00	10.00	6.00
1.000	LUMP SUM	98100.00	98,100.00	85000.00	92000.00	100000.00
1.000	LUMP SUM	38500.00	38,500.00	40000.00	39500.00	50000.00
680.000	SQ YDS	2.20	1,496.00	2.00	2.00	1.50
680.000	SQ YDS	8.80	5,984.00	8.00	8.00	7.00
220.000	LIN FT	4.40	968.00	4.00	3.75	3.00
700.000	CU YDS	7.70	20,790.00	7.00	5.00	6.00
200.000	CU YDS	11.00	2,200.00	10.00	10.00	6.00
1.000	LUMP SUM	61600.00	61,600.00	75000.00	90000.00	82400.00
1.000	LUMP SUM	12100.00	12,100.00	11000.00	11500.00	10000.00
440.000	LIN FT	1.40	2,016.00	1.25	1.00	1.50
24.000	ONLY	220.00	5,280.00	200.00	500.00	175.00
			6,254,478.00	6,822,610.00	6,983,542.20	6,918,356.00

Cascade Locks Mitchell Point (Bids Rec'd 12-8-54)
Railroad Responsibility

R.R. Reloc. Areas "B", "C", "D" & "E"	Quantity	Morrison-Knudsen Co. Inc. Unit Bid	Morrison-Knudsen Co. Inc. Amount	Slate-Hall Unit Bid	Slate-Hall Amount	Gibbons & Reed Co. Unit Bid	Gibbons & Reed Co. Amount
Clearing & Grubbing	All (49%)	390.810.00	191887.7	450000.00	220950.0	2450000.00	120295.0
Drainage Excav., Unclass.	390 Cu. Yds.	5.00	1950.00	4.50	1755.00	4.00	1560.00
Excavation, Unclass.	110,480 Cu. Yds.	0.965	106613.20	1.15	127052.00	1.13	124842.40
Hauling & Placing Material	1,397,200 Cu. Yds.	0.45	628740.00	0.35	489020.00	0.50	698600.00
Finish Roadbed & Slopes	All (12.73%)	15000.00	1909.50	5000.00	636.50	6000.00	763.80
12" Corrugated Steel Pipe, 14 Gage	55 Lin. Ft.	4.00	220.00	4.00	220.00	3.50	192.50
18" — — — 12 Gage	950 Lin. Ft.	6.50	6175.00	6.25	5937.40	6.00	5700.00
24" — — — 12 Gage	280 Lin. Ft.	8.00	2240.00	8.25	2310.00	7.50	2100.00
30" — — — 10 Gage	130 Lin. Ft.	11.00	1430.00	11.30	1469.00	11.00	1430.00
54" — — — 8 Gage	160 Lin. Ft.	24.00	3840.00	29.00	4640.00	25.00	4000.00
Extra for Pipe under R.R.	All (100%)	14000.00	14000.00	12000.00	12000.00	15000.00	15000.00
108" Structural Plate Pipe, 7 Gage	200 Lin. Ft.	113.00	22600.00	65.00	13000.00	55.00	11000.00
132" — — — 8 Gage	150 Lin. Ft.	150.00	22500.00	85.00	12750.00	70.00	10500.00
R.R. Drainage Str., Sta. 499	70 Lin. Ft.	150.00	10500.00	150.00	10500.00	120.00	8400.00
Concrete manholes	1 only	500.00	500.00	500.00	500.00	500.00	500.00
6'-0" Inc. — Sta. 1+00 Rt. 1 mi.	90 Cu. Yds.	85.00	7650.00	90.00	8100.00	80.00	7200.00
Metal Culv. in Sta. 1+00 Rt. 1 mi.	14000 lb.	0.13	1820.00	0.12	1680.00	0.13	1820.00
Sprinkling	1,500 M. Gal.	2.50	3750.00	2.50	3750.00	3.00	4500.00
Total			855626.47		723143.40		917012.40

CASCADE LOCKS-HITCHELL POINT SECTION

Railroad Responsibility (State Project)

Project No. I-80N-2(9)43

Roadway
(Railroad Relocation Areas "B", "C", "D" and "E")

Clearing and Grubbing	(39,810)	All Required (4.91%)			$ 19,188.77
Drainage Excavation, Unclassified		390 cu.yds.	5.00		1,950.00
Excavation, Unclassified		110,480 cu.yds.	0.965		106,613.20
Hauling and Placing Material		1,397,200 cu.yds.	0.45		628,740.00
Finish Roadbed and Slopes	(15,000)	All Required (12.73%)			1,909.50
12-inch Corrugated Steel Pipe, 14 Ga.		55 lin.ft.	4.00		220.00
18-inch Corrugated Steel Pipe, ~~14~~ Ga.	12	950 lin.ft.	6.50		6,175.00
24-inch Corrugated Steel Pipe, ~~14~~ Ga.	12	280 lin.ft.	8.00		2,240.00
30-inch Corrugated Steel Pipe, ~~14~~ Ga.	10	130 lin.ft.	11.00		1,430.00
54-inch Corrugated Steel Pipe, ~~14~~ Ga.	8	160 lin.ft.	24.00		3,840.00
Extra for Pipe Under RR		All Required			14,000.00
108-inch Structural Plate Pipe, 7 Ga.		200 lin.ft.	113.00		22,600.00
132-inch Structural Plate Pipe, 8 Ga.		150 lin.ft.	150.00		22,500.00
RR Drainage Structure, Sta. 499		70 lin.ft.	150.00		10,500.00
Concrete Manholes		1 only	500.00		500.00
Class "A" Concrete in Box Culverts and Flume		90 cu.yds.	85.00		7,650.00
Metal Reinforcement in Box Culverts and Flume		14,000 lb.	0.13		1820.00
Sprinkling		1,500 M-gals.	2.50		3,750.00
					$ 855,626.47
			12% Engr. & Cont.		106,953.30
					$ 962,579.77

Cascade Locks - Mitchell Pt.	Bids Rec'd. 12-8-64		Bids Rec'd 9-22-64	Difference
MORRISON KNUDSEN COMPANY INC	6,254,478.00	M-K Co.	6,086,868.00	+ 167,610.00
BOISE IDAHO SLATE-HALL PORTLAND 23	6,822,610.00	Rogers	6,182,284.25	+ 640,325.75
GIBBONS AND REED CO SALT LAKE CITY UTAH	6,918,356.00	SLateHall	6,492,592.50	+ 425,763.50
PETER KIEWIT SONS CO OMAHA NEBRASKA 68131	6,983,542.20	Peter Kiewit	7,015,444.50	- 31,902.30
		Ray Hauck Sons	7,910,875.50	

	Engineers Estimate	Actual Bid	
Bid Items	$ 5,999,411.75	$ 6,254,478.00	4.25% over
Railroad Respons.	887,108.55	855,626.47	3.55% under
State	5,112,303.20	5,398,851.53	5.61% over

FORM 1X 50M 12-63
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH W. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 4, 1964

Union Pacific Railroad Company
829 Pittock Block
Portland, Oregon

Attention: Mr. R. M. Brown, District Engineer
Northwestern District

Gentlemen:

Boat Basin Access Bridge at Wyeth
Bridge No. 9366

Attached hereto please find four prints of our Drawing No. 2024O and Sheet No. 12 on the Cascade Locks-Mithell Point Section, Columbia River Highway at Wyeth. Drawing No. 2024O is the preliminary plan and elevation drawing covering general details of the boat basin access bridge to be constructed in the new alignment. Sheet No. 12 is the general drawing covering construction in the area and is from the Cascade Locks-Mitchell Point Section grading plans, of which I am sure you have a complete set.

The structure details indicate a single-track railroad bridge with a 12' roadway for off-track maintenance equipment; these details having been agreed upon between members of your Company and the Highway Department. As noted on the plans the railroad structure would have a ballasted deck and be designed for E-75 loading. The structure carrying off-track maintenance equipment would be designed for H20-S16 highway loading. Your attention is called to the center prestressed concrete pile piers. Foundation investigation is now being made which indicates a gravel strata which will provide adequate bearing for the piling. The results of these field tests will be included in the completed details that will be furnished your Company prior to contracting.

The structure will be built by the Highway Department under separate contract from the Cascade Locks-Mitchell Point Section, and the structure will be financed from State funds without participation by the Railroad Company. It is the desire of the Highway Department to place this structure under contract at an early date so that completion may coincide with the completion of the Cascade Locks-Mitchell Point grading contract. For this reason it is believed that; provided, your Company is agreeable, that the construction of this structure be handled by letter agreement between the Railroad and the Highway Department.

Will you please examine the attached drawings and return one set with your approval or comments noted.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/sm

Attached

cc: Mr. P. M. Stephenson
Mr. T. W. Litchfield-w/att.
Mr. Joseph Hershberger-w/att.

NOTED
P. M. STEPHENSON

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Form 3-218 Rev. 10-1-57
DEC 2 - 1964
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OREGON STATE HIGHWAY DEPARTMENT

Bridge Division

Estimate Sheet

Bridge name BOAT BASIN ACCESS BRIDGE County HOOD RIVER Bridge No. .....

Section and station CASCADE LOCKS-MITCHELL POINT Highway UNION PACIFIC R.R.

Estimate made by FRANK Date NOV. 2064 Checked by ..... Date .....

Description 3 SPANS @ 41'-E 75 R.R. (CONCRETE BALLASTED SECTION)

Estimate From (Strike out the ones which do not apply) } No plans / Sketch / Completed plans; drawing No. .....

Calc. Book No. ..... Class ..... Loading .....

ITEMS	UNIT	ESTIMATE Quantity	Rate	Amount
Shoring, cribbing, etc.	lump sum			
Excavation	cu. yds.	280	$7.00	$1960
Excavation below elevation shown	cu. yds.			
Prestressed piling	lin. ft.	1760	$5.00	$8800
..... piling	No.	44	$150	$6600
..... piling	lin. ft.			
..... piling	No.			
s A concrete	cu. yds.	366	$80	$29,280
..... concrete	cu. yds.			
Metal reinforcement	lbs.	91,500	$.13	$11,895
..... Lumber	M. B. M.			
Structural ..... Steel	lbs.	168,600	$.16	$26,976
Structural ..... Steel	lbs.			
Handrail	lin. ft.			
Riprap	cu. yds.			
Removal of old bridge	lump sum			
Maintenance of traffic	lump sum			
Railroad Costs	-			$7500
Subtotal				$93011
Plus 10 per cent for contingencies & engineering				16'789
Total construction cost				
10 per cent for engineering				
Total cost				$109,800

State Printing 4718

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NOV 30 1964

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477 Cottage Street N.E.
Salem, Oregon 97301

November 16, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
T. Doe
Eng. Coordinator

08-35.2-DA

A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Doe
Engineering Coordinator

Oregon Project I-808-2(9)43
Cascade Locks-Mitchell Point Section
Grading and Structures

Revised P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to re-advertise the project for bids. A signed copy of title sheet is returned herewith.

Information requested in our previous approval dated August 31, 1964 should be furnished prior to our concurrence in award as follows:

(1) Justification for moving the locked gate approved at Station 871+50 to Station 850+90.

(2) Status of modification of Exhibit C of the Union Pacific Railroad agreement to provide for a more definite relinquishment of the railroad's access rights, retention of such rights in Exhibit B as well as relinquishment of the railroad's access rights to the abutting highway where an exchange of property is not involved.

In addition, plans and estimates for the balance of the Pacific Northwest Bell Telephone and City of Cascade Locks as well as X-permits should be furnished prior to our concurrence in award.

The clearing and grubbing item includes salvaging and stockpiling rubble masonry wall stones which will be retained in State ownership. Our October 12, 1962 memorandum indicated that GAM 145 dated December 30, 1941, which allowed full Federal participation in such an item is considered to have been superseded--which was overlooked in our previous approval. Your project agreement estimate for Federal-aid participation accordingly should be modified to indicate a credit for the estimated value of this salvaged material which may be modified based on a joint field inspection after you advise this office that the material is stockpiled on the project.

(more)

original to Young with attach

11-27-64

Your proposed action in connection with the preservation and improvement of recreational resources of Wyeth Cove as outlined in Mr. Young's letter dated November 12, 1964 is considered to be satisfactory handling of the Columbia Gorge Commission's previous non-concurrence in the project.

Attachment

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UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
ENGINEERING DEPARTMENT

1416 DODGE STREET
OMAHA, NEBRASKA 68102

November 13, 1964

OW-27-25

J. A. BUNJER
CHIEF ENGINEER

AIRMAIL

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon 97310

(CC- Mr. R. M. Brown, District Engineer
Union Pacific Railroad Co. - Portland)

Dear Mr. Cooper:

Referring to your letter of November 10th regarding the bridge at Station 520+00 at Wyeth on the Cascade Locks-Mitchell Point Section of the Columbia River Highway.

It will be satisfactory to omit this from the bids to be sent out on November 17th and in discussing this with our management, we will have no objections to the passage of the small watercraft through this opening. This matter will have to be handled later with a supplemental agreement and would suggest that once the design has been started that you contact Mr. Brown for his suggestions and OK prior to forwarding to this office for approval.

Yours very truly,

J. A. Bunjer

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NOV 16 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 16 1964
OREGON
STATE HIGHWAY COMMISSION

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NOV 16 1964
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UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
ENGINEERING DEPARTMENT

T 2N 2(9)13
J. A. BUNJER
CHIEF ENGINEER
6-2-01

1416 DODGE STREET
OMAHA, NEBRASKA 68102

November 11, 1964

OW-27-25

AIR MAIL
SPECIAL DELIVERY

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

In accordance with our discussion with Mr. R. M. Brown at Ogden, regarding the proposed line change west of Wyeth, Oregon, and the necessity for a railroad bridge to provide boat access to the small bay south of the new line, am attaching prints of Union Pacific standard drawings for 45 ft. and 30 ft. Ballast Deck Beam Spans on reinforced concrete pile abutments and piers.

These drawings are as follows:

		Drawing No.
30' Ballast Deck Beam Span	- Layout	70711
	- Details	70712
	- Hand Rail Detail	71620
	- 10-Pile Abutment	None
	- 12-Pile Pier	
45' Ballast Deck Beam Span	- Layout	70730
	- Details	70731
	- 12-Pile Abutment	None
	- 16-Pile Pier	None
16" Oct. Concrete Pile		62853

As developed in our discussions, spans should also be provided in conjunction with the railroad spans to accommodate our access road which will parallel the track on the river side of the new line. These spans will carry railroad trucks and equipment.

Yours very truly,

J. A. Bunjer

cc - Mr. G. H. Baker - Portland
Mr. R. M. Brown - Portland
Mr. W. G. Johnson - Albina

RECEIVED
NOV 12 1964
FOR FILING

AIRMAIL

November 10, 1964

Mr. J. A. Bunjer, Chief Engineer
Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68102

Dear Mr. Bunjer:

This is in reference to our telephone conversation of November 9 and has to do with a bridge in the proposed Union Pacific Railroad fill on the proposed alignment at Wyeth on the Cascade Locks-Mitchell Point Section of the Columbia River Highway.

The Highway Commission has received a strong request from the Columbia River Gorge Commission to preserve the lagoon just southerly of the proposed new railroad embankment as a refuge for pleasure boats. The Highway Commission has agreed not to waste material in this lagoon provided the Union Pacific Railroad Company will consent to the construction of a bridge in the railroad fill. It is proposed to place the structure at Railroad Station 520+00, as indicated on Sheet 12 of this Department's plans for the Cascade Locks-Mitchell Point Section. The Columbia River Gorge Commission has requested a horizontal opening of approximately 20 feet.

In order to expedite the work on this section, I propose that we leave an opening in the railroad embankment in the first contract and the State will then either by separate contract or by the following paving contract include a bridge that is of a design suitable to your Company. This would be with the understanding that the Railroad would permit the passage of small watercraft through this opening. If this procedure meets with your

approval, your confirmation will be appreciated and your advice as to whether your Company will require a supplement to our overall agreement or whether the matter can be handled by an exchange of letters.

As we plan to readvertise this project on November 17, with bids to be opened on December 8, we will appreciate hearing from you at your earliest convenience.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Mr. R. M. Brown, District Engineer
Union Pacific Railroad Company

R. L. Porter
Victor D. Wolfe
I. D. Merchant)
F. D. Morgan) copies sent 11-12-64
L. H. Young) ms

RLP:ms bbc

RECEIVED
OCT 27 1964
FOR FILING

October 26, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

I-80S-2(9)43
Cascade Locks-Hitchell Point Section

Dear Sir:

I forward herewith communications between the State Highway Department and the Union Pacific Railroad which supplement our regular railroad agreement for the subject-named project.

Inasmuch as the Railroad has concurred in our combining the quantities for the railroad and highway work, and establishing the cost to the respective agencies on lump sum quantities pro rata, we propose to readvertise this project for the December 8 bid letting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:lt
Enc.

RECEIVED
DEC 15 1964
FOR FILING

October 21, 1964

Morrison-Knudsen Co. Inc.,
603 Hoge Bldg.,
Seattle 4
Washington

AGENDA
NOV 24 1964
3c

Gentlemen:

The State Highway Commission on September 22, 1964, received bids for grading-structures on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in Hood River County. On October 9 and again on October 20, 1964, your bid, along with others received for this project, was considered. The Commission rejected all bids as being too high.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc's:
Rogers Const. Co.
Slate-Hall
Peter Kiewit Sons' Co.
Roy L. Houck Sons' Corp.

Forrest Cooper
R. L. Porter
Carl Plog
Frank Morgan
L. H. Young
R. G. Savage (SIAC)

RECEIVED
OCT 20 1964
FOR FILING

October 19, 1964

Oregon State Highway Commission

Gentlemen:

Reference is made to the request of the Columbia River Gorge Commission through its Chairman, Mrs. Gertrude G. Jensen, at the October 9 Commission meeting to preserve a cove near Wyeth on the Columbia River.

As prepared, the construction plans call for the area inside of the new railroad alignment to be filled with any waste material that might develop from this project. The new railroad fill is planned across the mouth of this cove or bay and will be constructed with culverts so that the water level will always remain at the same stage as the river. The Gorge Commission requests that a trestle or bridge be placed in the railroad fill so that boats could pass into the cove area as a means of refuge from high winds, et cetera.

I cannot recommend that we construct such a structure, as it would have to be done entirely at Highway Department expense and would cost at least $100,000. We can preserve the cove and will place our waste materials elsewhere.

You should know that there is no access directly from the freeway to the area adjacent to this cove. The real estate transactions involved are somewhat complex but the Highway Commission has acquired all access rights to this property, which, by the way, is largely submerged. It would be possible to develop

a road or driveway from the Wyeth Interchange but this would have to be across Union Pacific Railroad property and it is not known what the Railroad's reaction would be to this. It is my opinion that once the cove is developed as a boat refuge, we will be faced with demands for further development for a marina, private concessions, and things of this nature.

Inasmuch as we owe the Columbia River Gorge Commission and the State Marine Board an early answer on the matter, I would appreciate receiving your views as soon as convenient.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
P. M. Stephenson
Lloyd P. Shaw -- Please make arrangements to waste any excess materials in the Cascade Locks-Mitchell Point Section at some other location.
Victor D. Wolfe

RLP:ms bbc

STATE HIGHWAY COMMISSION MEETING

Delegation Mrs. Gertrude G. Jensen, Chairman, Columbia River Gorge Commission, Portland, and others, re protesting of the filling in of Wyeth Cove , a boat haven on the Columbia River.

Date October 9, 1964

Time 11:30 a.m.

Name	City or Town	Capacity
Mrs. Gertrude G. Jensen(speak	Portland	Chrmn. Columbia River Gorge Commission
David Gregg	Cascade Locks	"
~~Dirk Bowen~~	~~Portland~~	~~Forest Service~~
Mrs. Grace Wells	Cascade Locks	Columbia Goreg Comm.
Stanton W. Allison	Portland	" "
Richard Bushe		USFS

MRS. GERTRUDE G. JENSEN, CHAIRMAN
PORTLAND
GEORGE D. RUBY, MEMBER
PORTLAND
ROY WEBSTER, MEMBER
HOOD RIVER
K. WOLFE, SECRETARY
PORTLAND

STATE OF OREGON
COLUMBIA RIVER GORGE COMMISSION
~~P.O. BOX 4083~~ PORTLAND 8
Box 3406

30 S.E.39th Avenue
Portland 14, Oregon
October 9, 1964

Statement to State Highway Commission:

The State Highway Commission has received but has not accepted b ids for the realignment of the highway and railroad near the commu ity of Wueth seven miles east of Cascade Locks affecting a natural inlet of the Columbia River.

May we ask that no f urther action be taken until the following questions are investigated:

1) How serious will be the effect upon the recreational values of the inlet?

2) Will it accord with good public policy to fill in the water area south of the railroad thus destroying the recreational values?

3) Will it not be possible to restudy the present plan in order to ascertain if excessive highway and railroad curvature can be reduced without seriously effecting recreational values?

4) What plans do the United States Forest Service, State Parks department and the State Marine Board have, or are contemplating f or development in this vicinity?

This is an attractive spot and a natural boat refuge which is badly needed in stormy weather. Enclosed is a picture of this cove at Wyeth and also a copy of a letter which was received f rom Mr. D.D.Gregg of Cascade Locks who lives in the vicinity.

Respectfully submitted by Columbia River GorgeCommission

Mr. Lutuke Flutsch, Jensen, Chairman

President
ALFRED HAMPSON

First Vice President
PHILBROOK HEPPNER

Second Vice President
MRS. HOWARD WALL

Secretary
MRS. D. M. TOMLINSON

Treasurer
MRS. CORA E. MURNEY

Counsel
PAUL GERHARDT

OREGON ROADSIDE COUNCIL

P. O. BOX 1557
PORTLAND, OREGON 97207

Directors

MARK ASTRUP
DAVID B. CHARLTON
FORREST E. COOPER, Lakeview
PROF. FRED A. CUTHBERT, Eugene
MISS ELIZABETH DUCEY
LEWIS CRUTCHER
ROLAND EMETAZ
ARTHUR ERFELDT
MRS. DONALD FORSTER
HAROLD GILL
EDMUND HAYES, JR.
FREDERIC JANNEY
MRS. GERTRUDE JENSEN
THOMAS KERR
SIDNEY KING
MRS. P. C. KNOX
JASON LEE, Salem
MRS. DAVID T. MASON
B. J. McCLARTY
ELMER McCLURE, Milwaukie
DANIEL McGOODWIN
MRS. MILO McIVER
THORNTON T. MUNGER
KARL W. ONTHANK, Eugene
MRS. ALBERT H. POWERS
MRS. LAURENCE L. SHAW, Klamath Falls
ANDREW SHERWOOD, Corbett
MRS. ROBERT SHOEMAKER, SR.
DONALD J. STEWART
MORRIS J. VENNEWITZ
JUSTICE HAROLD J. WARNER
MRS. M. T. WEATHERFORD, Arlington

October 7, 1964

State Highway Department
State of Oregon
Salem, Oregon

Att: Floyd Guery, Secretary

Gentlemen:

The Board of Directors of the Oregon Roadside Council at their regular meeting on October 6 voted to approve and support the effort of the Columbia Gorge Commission to preserve the present harbor, beach and shoreline at Wyeth on the Columbia River. By leaving an opening in the proposed fill for the relocation of the Union Pacific line, a badly needed boat harbor could be created for protection of small craft from river storms.

Our organization firmly opposes a plan which, as we understand it, would permanently cut off the present shoreline and use the dammed up area for a spoilage dump, and would destroy a beautiful beach, harbor and shoreline which are badly needed for recreation facilities for the people of Oregon.

Very truly yours,

Oregon Roadside Council

Alfred A. Hampson

Alfred A. Hampson, President

MRS. GERTRUDE G. JENSEN, CHAIRMAN
PORTLAND
GEORGE D. RUBY, MEMBER
PORTLAND
ROY WEBSTER, MEMBER
HOOD RIVER
K. WOLFE, SECRETARY
PORTLAND

STATE OF OREGON
COLUMBIA RIVER GORGE COMMISSION
P. O. BOX ~~4058, PORTLAND 8~~
3404

Cooper
BV
Oct 8, 1964

30 SE 39th Avenue
Portland 14 Oregon
September 26, 1964

Dear Mr. Jackson,

The State Highway Commission has received but has not accepted bids for the realignment of the highway and railroad near the community of Skyath affecting a natural inlet of the Columbia River.

May we ask that no further action be taken until the following questions are investigated:

1) How serious will be the effect upon the recreational values of this inlet?

2) Will it accord with good public policy to fill in the water area

(over)

Portland

south of the realigned railroad thus destroying the recreational values?

3) Will it not be possible to restudy the present plan in order to ascertain if excessive highway and railroad curvature can be reduced without serious effect on recreational value?

4) What plans do the United States Forest Service, State Parks department and the State Marine Board have, or are contemplating for developments in the vicinity?

This is an attractive spot and a natural boat refuge which is so badly needed in stormy weather. Enclosed is a picture of the cove at Blyth and also a copy of a letter which I received from Mr. D. D. Gregg of Cascade Lacke who lives in the vicinity.

MRS. GERTRUDE G. JENSEN, CHAIRMAN
PORTLAND
GEORGE D. RUBY, MEMBER
PORTLAND
ROY WEBSTER, MEMBER
HOOD RIVER
K. WOLFE, SECRETARY
PORTLAND

STATE OF OREGON
COLUMBIA RIVER GORGE COMMISSION
P. O. BOX 4058, PORTLAND 8

3

The Columbia River Gorge Commission respectfully requests the privilege of a personal appearance before the State Highway Commission before final action is taken

Respectfully yours,

Columbia River Gorge Commission

by

(Mrs.) Gertrude G. Jensen
Chairman

Copies to:
Kenneth Fridley
David Simpson
Forrest Cooper
George Ruby
Roy Webster
Governor Hatfield

RECEIVED
OCT 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

(Copy)

September
~~October~~ 24, 1964

In line with the emphasis placed on the need for the preservation of natural beauty and recreational areas for present and future generations, we would like to call to your attention the need to preserve the natural harbor at Wyeth, Oregon.

This cove is situated in the heart of the Columbia River Gorge adjacent to Mt. Hood National Forest, Forest Service and State Parks, will comprise an essential part of the overall recreational development.

We feel that the Army Corp of Engineers and the Oregon State Highway Department have been neglectful of the public interest by failing to preserve and provide public access to this mile long protected water. Because this body of water does not have excessive current and because it is protected from the prevailing wind, it is particularly suitable for water sports, such as boating, water skiing and swimming.

Once spoiled, this asset cannot be replaced at any price as no other location of this size on the Oregon shore in the Bonneville Pool is so completely free of stumps, sand bars, reefs and other navigational hazards.

We are told that the Army Corp of Engineers has acquiesced to the destruction of this cove by permitting the Union Pacific Railroad to fill it with surplus rock from the highway project adjacent to the river bank.

We wish to protest this action which not only spoils the recreational asset, but also interferes with the navigation in a public waterway. This action is contrary to the public interest.

Sincerely yours,

RECEIVED
OCT 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

This letter was received from Mr.
D. D. Gregg
Locke, Oregon

Box 293 Cascade

Gertrude Jansen

RECEIVED
AUG 19 1964
FORM E-30X 50M 3-63 49000

FOR FILING
Const
F I W
Gl. R. (4)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 13, 1964

To: Memo to the File

SUBJECT: Proposed Railroad Relocation
Columbia River Hwy. at Wyeth

On Monday, August 10, 1964, Mrs. Gertrude Jensen of the Columbia River Gorge Commission, called and requested me to come to her home with plans to show her what we propose to do in connection with highway construction and railroad relocation on the Columbia River Highway at Wyeth. Mrs. Jensen stated that a Mrs. Wells who had property on the hill south of our highway was at her home with pictures of the existing railroad line and claiming that our railroad relocation at this point would be detrimental to river development and scenic beauty.

Mr. Keasey and I proceeded to Mrs. Jensen's home and showed both Mrs. Jensen and Mrs. Wells plans for our proposed railroad relocation and stated that the new railroad line was a choice of the railroad company and followed a relocation pattern determined many years ago. It was also indicated to them that the railroad company was contributing funds for this relocation. It was explained to Mrs. Jensen that in order to build a highway in the Gorge it was necessary to make certain changes, which she acknowledged was necessary. Mrs. Jensen stated that she felt something should be done to preserve boating facilities along the river, which apparently Mrs. Wells is stressing in her attempt to change the proposed railroad relocation.

On Wednesday, August 12, Mr. Lawrence Barber, Marine Editor for "The Oregonian" and Chairman of the State Marine Board, dropped into this office regarding the same work at Wyeth. He stated that Mrs. Wells had contacted him and had indicated to him that at the location of the Wyeth railroad relocation there was a natural opportunity to develop a small boat basin by the construction of a breakwater farther north and possibly the construction of a trestle somewhere in the railroad relocation so that boats could utilize the pond area south of the railroad relocation. Mr. Barber observed that the pond area south of the railroad relocation was planned for a disposal area for excess materials and indicated that he was interested in behalf of the Marine Board in developing small boat refuges along the Columbia but believed that there was possibly a better opportunity farther east of Wyeth. Mr. Barber indicated he would go to Wyeth and take some pictures and possibly write an article on the proposed work at Wyeth but would not particularly carry the torch for Mrs. Wells for her desires at Wyeth.

NOTED
R. L PORTER

AEJ/lh
cc: Forrest Cooper
Lloyd P. Shaw
F. D. Morgan

RECEIVED
AUG 17 1964
OFFICE OF
STATE HIGHWAY ENGINEER

A. E. Johnson
Division Engineer

FORREST COOPER

RECEIVED
OCT 20 1964

Form CO-121 (11-63) (Pres. by A.O. 206-1[illegible])

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 16, 1964

In reply refer to: 08-35.EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

NOTED
R. L PORTER
NOTED
LLOYD P. SHAW

SUBJECT: Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section

In accordance with Mr. Young's October 13, 1964 request for our concurrence in rejection of all bids on the subject project, we hereby approve of your actions as being in the best interest of the public.

Our concurrence is based upon the understanding that you will readvertise this project giving consideration to making any modifications in the plans and specifications which might result in obtaining lower bids, as well as grouping of similiar items to avoid an unbalanced bid condition.

It is understood that a revised P. S. & E. estimate will be furnished including non-participating railroad work as required by subparagraph 8a of PPM 21-5 to provide a basis for our approval of distribution of costs on lump sum items.

Documentation of any non-concurrence of appropriate public authority regarding protection of outdoor recreational resources in accordance with Mr. Whitton's May 25, 1964 circular memorandum should be furnished with the revised P.S. & E. documents as well as your confirmation that preparation of plans have advanced to a stage where further consideration of such features is not feasible should be furnished with the revised P.S. & E. documents.

RECEIVED
OCT 1 [illegible]
OFFICE OF
STATE HIGHWAY [illegible]

Copy to Young
10-19-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 19 1964
FOR FILING

October 16, 1964

AIRMAIL - SPECIAL DELIVERY

Mr. J. A. Bumjer, Chief Engineer
Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68102

Dear Mr. Bumjer:

Re: Federal-aid Project I-80E-2(9)43
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Your File: CM-27-25

Since receipt of your October 9 letter, the bids received for the Cascade Locks-Mitchell Point Section have been thoroughly and comprehensively reviewed with the Federal Bureau of Public Roads.

The Bureau will not concur in the award to the low bidder based on a contribution by the Union Pacific Railroad Company of $730,096.75. Because of this action and because the gross bid is approximately 20 percent above the Engineers Estimate, we have no alternative but to recommend to the Highway Commission that all bids be rejected and that the project be readvertised.

In readvertising the work, the completion date can be extended approximately one season and we believe that this may result in a somewhat lower price. However, we are still faced with the problem of contractors unbalancing their quotations so that the true perspective of railroad and highway responsibility is lost. In order to minimize this, I submit the following for your consideration.

That we, insofar as possible, combine railroad and highway work into one bid item; that we agree between ourselves as to what percentage of the lump sum items the Union Pacific should bear and what the State of Oregon should bear and that the unit price items be prorated by quantity on the same basis that is used for the contract payments. For instance, the lump sum items, which are

clearing and grubbing and finishing roadbed and slopes, would be divided as on my estimate which was used as a basis for comparing bids. This means that the Railroad's share of clearing and grubbing would be 4.91 percent of the amount bid for this item and for finishing roadbed slopes it would be 12.73 percent of the amount bid for that item. The other items would be divided on a cubic yard basis as measured by the resident engineer and upon which final payment to the contractor would be based.

I am enclosing a statement which indicates a breakdown of percentage responsibility based on my estimate. The percentages having to do with clearing and grubbing and finishing roadbed and slopes would remain the same and would be final; however, the items such as hauling and placing of materials would be based upon the actual quantity that is determined by cross-section measurement in the field and the percentage indicated in the attachment would be approximate and for estimating purposes only. As to those items that are 100 percent Railroad responsibility, we recognize that they are subject to some unbalancing in the bids. However, they represent a rather small part of the total project.

The estimated cost to the Railroad on the attached statement is for illustrative purposes only and is simply to show what this method would amount to based on Morrison-Knudsen's bid.

In addition, it should be understood that contract overruns on the State's portion of the work would in no way be a responsibility of the Railroad and would not be used as a basis for percentage and, likewise, contract overruns on the Railroad's portion would not be charged back to the State. It would also be understood that the Railroad would stand its fair share of the construction engineering costs as is provided in the agreement and would be responsible for any extra work ordered by the Railroad for its sole convenience or betterment.

The next opening of bids is scheduled for December 8, which means that advertising must be made on November 17. It is estimated that a week or two will be required to revamp the contract for readvertising and I urge that you give this suggestion your earliest consideration.

May we hear from you within ten days?

Very truly yours,

Forrest Cooper
State Highway Engineer

Enc.
cc R. L. Porter
Victor D. Wolfe
RLP:L.S M.Fn Young

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION

ENGINEERING DEPARTMENT

J. A. BUNJER
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA 68102

October 9, 1964
OW-27-25

AIR MAIL
SPECIAL DELIVERY

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
Salem, Oregon 97310

Dear Mr. Cooper:

Referring to your letter of September 23rd regarding work we have contemplated doing and for which bids were let on the Cascade Locks-Mitchell Point Section of the Columbia River Highway, I-80N.

In analyzing this work, it appears that we cannot accept the bid due to the fact that the low bidder was extremely unbalanced and results in our being over expended 46%. With any other bid in this group, Union Pacific would not be nearly as badly hurt. For instance, with the 4th bidder, while he is practically a million dollars higher, the Union Pacific cost would be within our estimates.

I have authority from our management to state that if for any reason an agreement can be worked out for you to handle this with the present bid that we will participate to the extent of the figure mentioned in your letter of $730,096.75. We, of course, regret that this may cause some delay. However, we feel that for the amount of work being done that the estimate as we prepared should have been ample. We are agreeable to going ahead on the basis of our participation to this extent if you will advise that this can be worked out.

Yours very truly,

J A Bunjer

RECEIVED
OCT 12 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 14 1964
FOR FILING
I-84-3(7)
CS41

October 13, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Reference is made to bids received September 22, 1964 for the Cascade Locks-Mitchell Point Section, Project No. I-80N-2(9)43.

The low bid submitted by Morrison-Knudsen Company, Inc., in the amount of $6,086,868.00 is 20.07 percent above the engineer's estimate.

The proposal includes items for which the Union Pacific Railroad Company is obligated to reimburse the State and the bid proposal total of these items is $1,071,526.70 which is 46.8 percent above the engineer's estimate of $730,096.75. The Union Pacific Railroad Company was informed of the increase and they advised us they could not approve the proposal as such an increase was above any amount the company could finance.

Our legal staff has advised that the courts would sustain the railroad in any action they might institute as a result of our awarding the contract without their consent despite the fact the State-Railroad agreement does not require the Union Pacific Railroad Company's specific approval of bids.

We believe it is inequitable to the railroad to arbitrarily award the contract without their consent and further, we feel it would be in the best interests of the State and the public to reject all bids as being too high.

In view of the above, we hereby request your concurrence in the rejection of all bids received September 22, 1964 for the Cascade Locks-Mitchell Point Section, Project I-80N-2(9)43.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC:mb
cc Parker

RECEIVED
JAN 5 - 1965
FOR FILING

file 9

STATE OF OREGON
STATE MARINE BOARD
OFFICE OF THE DIRECTOR
SALEM 97310

October 8, 1964

Mr. Forrest Cooper
State Highway Engineer
Highway Building

File: 1089

Dear Mr. Cooper:

Referring to my letter of August 20th, file 991, regarding the cooperative project with the Union Pacific Railroad Company whereby the State Highway Department will widen the Columbia River Highway east of Cascade Locks and the Railroad Company will move its tracks onto fills which will be constructed across several small inlets in the Columbia River. Material to construct the fills will come from the highway construction work.

It is understood that this project will be given further consideration at your Highway Commission meeting scheduled for tomorrow, October 9th. Accordingly, we would again recommend that consideration be given to including a trestle in the fill to be built across a small cove near Wyeth. A trestle would permit small vessels to use this cove as a harbor of refuge.

It is also understood there will be excess rock to be disposed of from the project. In another cove nearby, adjacent to the property owned by a Mr. Gregg, is another location which could be developed into an excellent harbor of refuge for small craft. This could be accomplished if the excess rock could be placed as shown on the enclosure marked #2 for a distance of approximately 100 yards. It is understood that the land from which this proposed breakwater would take off is in state ownership.

As pointed out in my previous letter, the Columbia River Gorge can become quite windy at times and there is a need for small harbors of refuge. This need will become more apparent in future years.

Very truly yours,

R. F. RITTENHOUSE
Director

RFR:gl
Encl.(2)

hand delivered to Stephenson

RECEIVED
OCT 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 7 - 1964
FOR FILING

477 Cottage Street N.E.
Salem, Oregon 97301

September 29, 1964

Original signed by
G. R. Brooks
Dist. Engineer

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Pac. Power & Light Co. Utility Adjustment

Our memorandum dated August 31, 1964 approved the P. S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated July 15, 1964, furnished prior to award of contract for the physical construction, and the above-mentioned utility's letter dated September 2, 1964, as well as the plans and estimate furnished therewith and transmitted with Mr. Preston's letter dated September 24, 1964. Reimbursement on an agreed lump sum basis of $578.20 is approved.

Our program approval dated June 5, 1957 for preliminary engineering under Item 36 is considered to have authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto.

original to Young
10-7-64

NOTED
[illegible] SHAW

RECEIVED
SEP 28 1964
FOR FILING

September 28, 1964

Morrison-Knudsen Company, Inc.
603 Hoge Building
Seattle, Washington 98104

Gentlemen:

On September 22 you submitted a bid in the amount of $6,086,868.00 for grading and structures on the Cascade Locks-Mitchell Point Section of the Columbia River Highway in Hood River County, which was the low bid received for that job.

The State Highway Commission will consider your bid at its meeting on October 9, 1964.

After the Commission has met we will write to you of their action.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc F. D. Morgan
L. H. Young
I. D. Merchant
R. G. Savage (SLAC)

RECEIVED
SEP 24 1964
FOR FILING

September 23, 1964

AIRMAIL

Mr. J. A. Bunjer, Chief Engineer
Union Pacific Railroad Company
1416 Dodge Street
Omaha 2, Nebraska

cc copy of letter
and attachment sent to
Mr. Bunjer at the UPRR
Portland office.

Dear Mr. Bunjer:

Pursuant to the agreement between the State of Oregon and the Union Pacific Railroad Company on the Cascade Locks-Mitchell Point Section of the Columbia River Highway, I-80N, we opened bids on September 22, 1964, for the relocation of this section of highway along with attendant railroad revision work. Five bids were received, all from competent reputable contractors. The low bidder on the project was Morrison-Knudsen Co., Inc., of Boise, Idaho. The contract bid prices quoted totaled $6,086,868, as against our Engineer's estimate of $5,069,393.75. The Union Pacific Railroad Company's contract share of the work under the Morrison-Knudsen proposal would be $1,071,526.70, as against the Engineer's estimate of $730,096.75. Copies of the bid tabulations are attached for your information.

Although the low bid received was 20 percent above the Engineer's estimate, our analysis of it and the other bids received leads us to believe that it is a reasonable bid for the work involved. It is doubtful that readvertising of the job and taking of additional bids would result in a more favorable contract cost. Readvertising would, of course, result in further delay to our respective parts of the project and to the ultimate use of the same. If the Union Pacific is agreeable to proceeding under the low bid received, we will endeavor to justify to the Bureau of Public Roads award of the Federal-Aid part of the project on this basis.

Your immediate consideration of the foregoing is necessary as our contracts call for acceptance or rejection of bids received within thirty days. On this date, I discussed the subject of this letter by telephone with your Mr. John Bates.

Very truly yours,

LHY:mb ms

Forrest Cooper
State Highway Engineer

cc R.L. Porter
L.F. Shaw
L. H. Young
F. D. Morgan

att.

cc Bureau of Public Roads

RECEIVED
AUG 31 1964
FOR FILING

August 31, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Reference is made to the special provisions for the Cascade Locks-Mitchell Point Section, Project No. I-80N-2(9)43 relative to the salvage and stockpiling, for the State, the existing standard steel handrailing when widening and modifying the Herman Creek Bridge #7403-A.

Our Bridge Department has reached the conclusion that the non-galvanized railing has no value except as junk and is therefor issuing a correction letter to the special provisions which will make the handrail the property of the contractor as is the balance of the materials removed in modifying the structure.

The above revision is made in order to comply with FPH 21-14.2 date August 8, 1963 relative to authorization of your department to advertise the project for bids to be received September 22, 1964.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:kc

[illegible]

FOR FILING

Original signed by [illegible] 31, 1964
G. R. Brooks
Dist. Engineer 08-35.2-B6

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. H. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

Oregon Project I-808-2(9)43
Cascade Locks - Mitchell Point Section
Grading & Structure

P. S. & E. documents for the subject project have been reviewed and are hereby approved concurrently with Mr. Young's August 24, 1964 request for approval of an individual project program change advancing the project to Stage 2. You are authorized to advertise the project for bids. A signed copy of title sheet is returned herewith.

Our approval is with the understanding that all necessary right-of-way has been acquired or rights-of-entry obtained for the contractor's occupancy and use, with relocation advisory assistance provided, and further that control of access rights has been acquired as indicated in Mr. Wright's August 24, 1964 report, except for access rights involving three utility companies and the Union Pacific Railroad as noted in Mr. Litchfield's August 25, 1964 utility status report.

You were authorized to proceed with a portion of the Pacific Northwest Bell Telephone Company adjustment on September 19, 1961. Your August 25, 1964 status report of preparatory work for utility adjustments indicates that no delays are anticipated on the balance of such work. Authorization to proceed with the remaining reimbursable utility adjustments is withheld until utility plans, detailed estimate and necessary permits or other documents eliminating access rights except for the six approved locked gates are furnished to and approved by this office. Justification for moving the locked gate approved at Station 271+50 to 360+90 also should be furnished.

Mr. Young's August 27, 1964 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife.

The use of single products or materials as requested in Mr. Young's May 6, 1964 letter is approved on the basis of engineering criteria furnished therein.

The use of the May, 1964 and August 1964 Supplemental Standard Specifications for Metal Pipe Materials for Culverts, Siphons and Underdrains;

-over-

original to Young
with attach
9-2-64

[illegible] SHAW

Asphaltic Concrete Pavement, and Guide Posts are approved for this specific project.

Based on additional justification furnished in Mr. Litchfield's August 17, 1964 letter, the Union Pacific Railroad Company agreement dated June 10, 1963 is approved. Approval of the agreement is contingent upon the railroad company exercising its rights under the terms or conditions of any permits under which utility companies occupy its right-of-way and are required to adjust their facilities at their own expense due to relocation of the railroad in accordance with subparagraph 4b of PPM 30-3. You are authorized to proceed with railroad work and protective services included in the project.

Further consideration should be given modification of Exhibit C, sample railroad quitclaim deed, to provide for definite relinquishment of the railroad's access rights, particularly in instances where an exchange of property is not involved, in consideration for provision of special ramps and parking areas to the through roadway or ramps other than at interchanges at approximate Stations 372, 382 and 487. Such action possibly could eliminate the need for continuous fencing between the railroad and highway. However, further contributions for the railroad's right of access, if any, are not eligible for Federal-aid participation.

We note that you have made the necessary changes in the special provisions as requested by the railroad's August 18, 1964 letter approving the plans.

As requested by Mr. Litchfield's August 17, 1964 letter, we are approving your May 31, 1963 letter to the railroad and their June 21, 1963 reply as a supplemental agreement covering extraordinary maintenance at Bangor Stations for a five year period, thereby establishing the eligibility of Interstate financing of the stage construction.

Handling of the salvaged Hermann Creek Bridge rail as outlined in Mr. Young's August 31, 1964 letter is satisfactory.

In regard to right-of-way and access control lines the following modifications and clarifications should be considered:

Sheet 12, Approximate Station 482 -- The access control line should be indicated to cross Gertsen Creek if such is intended. Its actual location in respect to the ROW line is unclear.

Sheets 19 and 20 indicate that the north highway R/W line is also the south railroad R/W line. This is in reality not the south R/W line of the railroad and clarification of R/W lines is suggested.

-more-

Sheets 23 and 23A -- R/W lines from approximate stations 773+78S on the north side of highway include Vicente Park within the highway R/W. State parks are not to be included within highway R/W property, so appropriate correction should be made.

Sheet 24, Suggestion is made to initiate a uniform line for north highway R/W line and eliminate excess portions.

Sheet 27, Station 890+71.03 -- It appears that there is some excess right-of-way included at this point on south side of highway, possibly including old highway R/W. To facilitate possible eventual sale of any excess, this parcel should be excluded from present right-of-way needs.

RECEIVED
DEC - 1964
DISTRICT V
STATE HIGHWAY ENGR.

RECEIVED
SEP 3 - 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
Wasco
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUARY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 28, 1964

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Drainage - Stations 330-333, 425-445
Cascade Locks-Mitchell Point Section
Columbia River Highway - Hood River County
Project No. I-80N-2(9)43
YOUR FILE: D 315 - 2 - 8

Gentlemen:

This is in reply to your letter of July 21, 1964, in which you requested information concerning our provisions for drainage in the above-captioned areas of this project.

We have made exploration in the Farley Slide area in 1951, 1953 and 1961. These investigations indicated that the proposed 12" perforated metal pipe shown between Stations 330+00 and 333+50 should be installed at the elevations as shown on Sheet 7 of the plans. The 6" and 8" perforated metal pipe shown between Stations 333+50 and 351+00 is not intended to be installed as deep as the 12" pipe. These have been proposed in areas showing distress in the existing pavement. Except for Farley Slide, no slip planes have been found in the remainder of the areas in question. Excavations which will be made during construction will better determine the amount and locations of the perforated pipe required.

Between Stations 425 and 445, the highway now has one culvert and the railroad has two. We propose to install five new culverts and abandon the existing one. This drainage has been designed to best serve the highway. The railroad embankment in this area is constructed of free draining material, and the drainage now seeps through without the need of culverts. Should it develop that the outfall from our system cause difficulties with your system, we will take appropriate action to alleviate and correct these problems.

In our opinion the proposal is adequate, but the design of the bridge is very conservative, and structural steel addition [illegible] or change. [illegible] we will take whatever steps are necessary to provide adequate drainage under our highway. [illegible] the box culverts under the railroad, they will be lengthened as required.

Construction plans bearing the approval of Mr. J. ... Bates were received by this office on August ..., 1964. The revisions you requested in your letter dated August 18, 1964 are now being incorporated into the Special Provisions. Copies of these revisions will be forwarded to you as soon as they are available. [illegible] this project and scheduled to be opened on September 22, 1964.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

TWL:bjs

cc: A. [illegible]. Parsons
L. [illegible] Shaw
L. H. Young
V. G. O'Neil
A. E. Johnson
G. A. Starkey

RECEIVED
AUG 28 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG - 6 1964
FOR FILING

August 5, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
C. R. Brooks
Dist. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
City of Cascade Locks Utility Adjustment

Referring to Mr. Litchfield's August 3, 1964 memorandum regarding subject utility adjustment, this office is satisfied that the contract method is in the public interest. Therefore, you are authorized to proceed with the preparation of the plans and estimate. However, authorization to proceed with actual adjustments is being withheld until the plans, estimate, staff attorney letters, and permits or other documents eliminating access rights, are submitted to and approved by this office.

We note the estimated cost of materials and salvage credit for used material was not included in the submission. We presume this will be furnished with the estimate referred to above.

RECEIVED
AUG 5 1964
OFFICE OF
STATE HIGHWAY ENGINEER

original To Litchfield
cc Morgan
Young 8-6-64

NOTED
LLOYD P. SHAW

FORM E-123X 50M 12-63

RECEIVED
AUG 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WOODBURN
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 3, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Contract Method for Power Line Adjustment
City Light of Cascade Locks
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43

Dear Sir:

Herewith you will find two copies of the tabulation of bids and terms of contract proposed by the City Light of Cascade Locks for the adjustment of their facilities on this project.

It should be pointed out that the City intends to use the contractor to help prepare the estimate in addition to performing the actual adjustment of the facilities. The City intends to award this contract on August 10, 1964.

We request your approval and authorization to proceed with the contract method for this work.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm
encs.

cc: L. P. Shaw
A. E. Johnson
L. H. Young
C. H. Maison
Jack Hesla

RECEIVED
AUG 5 1964
OFFICE OF
STATE HIGHWAY ENGINEER

MILDRED FREDRICH
Recorder-Treasurer

CITY OF CASCADE LOCKS

CASCADE LOCKS, OREGON

HERBERT WENZEL
City Administrator

Municipal Owned Water, Light and Power

July 30, 1964

CONSTRUCTION DIVISION
RECEIVED
JUL 31 1964
ROUTE: ☐ ☐ ☐ ☐ ☐
CE ADE ACE CCE

State of Oregon
Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

Attention: Jack Hesla

Dear Mr. Hesla:

Reference is made to the letter from the Highway Department dated January 27, 1964 regarding Power Line Adjustment, Cascade Locks-Mitchell Point Section, Columbia River Highway, Project I-80N-2(9)43. This will require the relocation of our poles, some of which are on private right-of-way and others on public right-of-way. City Light of Cascade Locks is a small municipal owned utility. Since we do not have sufficient man-power for such a relocation, it is necessary that we seek the aid of a contractor.

The following is a tabulation of bids received:

McIntyre Electric Co., Portland, Oregon	$16,130.00
Sierra Electric Company, Inc., Tigard, Oregon	16,171.00
Mark W. Chisum, Inc., Portland, Oregon	13,880.00

We actually sent out to seven (7) contractors. The Wilson Construction Company of Portland, another company in Seattle and a third company, all declined to bid because of work commitments. This then left three (3) bids received.

The work upon which the bids were made covers the following:

1. Labor and equipment only (no material).
2. 45 poles installed complete with wire.
3. 26 anchors and guys.
4. Approximately 900 feet line clearing, salvage timber will be the property of the contractor.
5. Tree trimming as necessary.
6. Remove old line and return used material to City Light shop.
7. Poles for this installation to be delivered to pole location by City Light.

The City of Cascade Locks intends to award this to the low bidder, Mark W. Chisum, Inc. This was done by delegation authority to me two (2) months ago which delegation was to be the low bidder. I will, however, ask the City Council to give an official award to Mark W. Chisum, Inc. on August 10, 1964. This, of course, is subject to approval of the State Highway Department and we request your immediate advice.

Actually, this work will be done by our own crew which consists of two (2) men and personnel of Mark W. Chisum, Inc. Should you desire any further information, please do not hesitate to contact me.

Yours very truly,

Herbert Wenzel
City Administrator

KENNETH HANSEN
Municipal Judge

JOHN HARVEY
Chief of Police

CITY OF CASCADE LOCKS

CASCADE LOCKS, OREGON

Municipal Owned Water, Light and Power

HERBERT WENZEL
City Administrator

MILDRED FREDRICH
Recorder-Treasurer

July 23, 1964

State Highway Department
9200 S. E. McLoughlin Blvd.
Portland, Oregon

Dear Sirs:

Reference is made to your request that we submit the various bids we have received for the relocation for the poles necessary to comply with the new freeway. It will be necessary for us to sub-contract this work, if you can call it sub-contract. We will give an electrical engineering firm a contract to assist us as we do not have the available man-power for this task.

We sent out quite a number of invitations but most firms did not bid, or declined to bid. I believe we have three bidders, one of which is low. These are being tabulated as they were recently opened. We will send you a complete report within the next few days.

Yours very truly,

Herbert Wenzel
City Administrator

NOTED
E. E. STREAM

RECEIVED
JUL 21 1964
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

CONSTRUCTION DIVISION
RECEIVED
JUL 31 1964

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

REVISED

Section CASCADE LOCKS - MITCHELL POINT Highway COLUMBIA RIVER (SA) County WASCO-HOOD Prefix

Res. Engr. Approx. Length 13 Miles. Sta. 1+ to Sta. 936+ Date

Truck A.D.T. 870 Traffic Coefficient 1.1 18 kip s.a. per day 960+.

Annual Precipitation 25"+ Frost Penetration 24"-30".

(1)

Typical Soil

LL	
PI	
%P 10	
%P200	
%Gravel	
%C Sand	
%F Sand	
%Silt	
%Clay	
"R" Value (Corrected)	

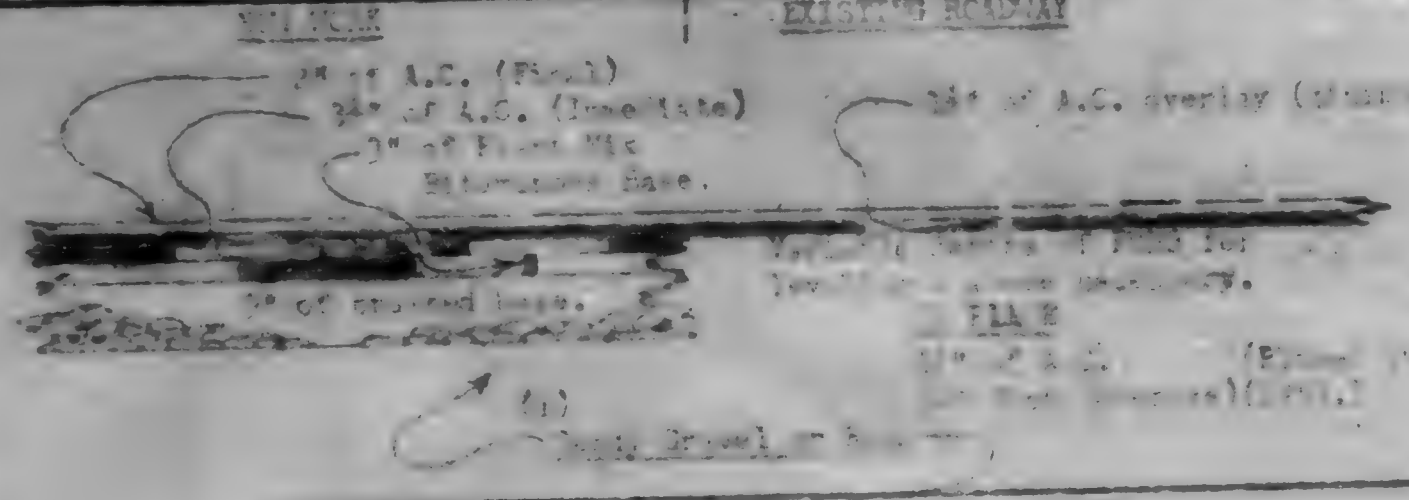
AASHO CLASSIFICATION:

A-1-a (0)

MATERIAL SOURCES:

[illegible] Interstate
[illegible] Engineer.

NOTE:
The material in this area is generally good, but zones of weathered rock and wind blown silt seams will be encountered, and should be upgraded by use of PMBB.



OTHER ROADS	T.C.	WEAR SURF	LEVEL	BASE	CBR Total Req.	Cradle	Mutual Thick.
OX, C, and SR Lines.	5.5	7/8" 0-9	2"	9"	12		11-7/8
Approaches	4.0	2" 3/4"-0		8	10		10

Submitted by J. W. Carlson Recommended by
Staff Assistant Engineer of Materials

Recommended by O. J. Olsen Approved by
Construction Engineer Asst. State Highway Engineer

cc:
S.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

SECTION: CASCADE LOCKS-MITCHELL POINT

HIGHWAY: COLUMBIA RIVER

COUNTY: HOOD RIVER

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 5900 (Total)

B. Future ADT 14200 (Total)

C. Mean ADT 10,000 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 16 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ 8% x (C) 10,000 = 800

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 800 x (H) 10 % = 80

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.664

= 10.3

SECTION: CASCADE LOCKS-MITCHELL POINT

HIGHWAY: COLUMBIA RIVER

COUNTY: HOOD RIVER

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made - See remarks

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Asphaltic Concrete
7. Stage Construction: Part of the design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Not a consideration
10. Stimulation of Competition: Not a consideration
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a consideration
13. Traffic Safety: No unusual problems
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Not a consideration

CONCLUSION AND REMARKS:

No cost comparison made as this will be widening of an existing two lane facility (asphaltic concrete) to four lanes. The present roadway will generally be utilized with the addition of 1½" minimum A. C. overlay.

The project is through a known slide area and a narrow median will be necessary in many instances, and this will require "feathering in and allied work" to meet the existing grade.

Asphaltic Concrete has been selected for this section as it appears more desirable from a construction viewpoint, both for immediate work and the possibility of future problems arising throughout the slide area.

RECEIVED
JUN 26 1954
FOR FILING

FORM E-10 SOH 5-53 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 24, 1954

SUBJECT: Assignment #2355 and #2356 - noted jw

To:

C. A. Howard
Sign Superintendent
D E P A R T M E N T

(2355

L

Herewith resolutions establishing 70 MPH speed zones on The Dalles-Fifteen Mile Creek section of the Columbia River Highway and also the Mitchell Point-Hood River section of the Columbia River Highway, effective upon completion to the Interstate standards.

Will you hold on to these two resolutions until such time as the 70 MPH speed zone signs are uncovered and the speed zones established. At this time, report completion of the assignment to this office.

B

R. N. Bothman
Sign Engineer

RNB:nk
attachments (2)

cc: E. S. Hunter
Leonard Watkins

NOTED
TOM EDW[illegible] DR

RECEIVED
JUN 25 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 1 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

June 24, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by
M. E. Martin
Dist. Engineer

08-35.4-DA

A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
Acting Division Engineer

Oregon Project I-80N-2(9)43, Cascade Locks-Mitchell Point Section
Columbia River Highway
U.P. Railroad Co. Agreement

Your letter of September 18, 1963 furnished information regarding construction of extra width fill for railroad relocation "A" on the subject project. This extra width fill, as proposed, is to be constructed from excess material and at the State's expense.

Our review of this proposal has raised in our minds certain other questions relative to roadway materials. The preliminary plans which show a typical section of the railroad roadbed, indicate that:

> "Granular Embankment Material Required below elevation 88.0." Page 12 of the specifications indicates that this railroad embankment material below elevation 88, other than outer filler and riprap layers, "shall consist of open-textured, free draining, clean rock, gravel, sand or combination thereof".
>
> Our concern at this point is whether or not the excess materials on which your comparative estimate is based will meet this specification. Based on observations of the exposed slopes it is our opinion that it will not without special processing and handling which is not included as a cost in your estimate. The exposed slopes immediately ahead of Station 300 where the excess of material developes, are of a conglomerate nature being mainly boulders intermingled with silt, sand, gravel and clay.
>
> Would you please advise whether or not we are correct in our assumption that material for granular railroad embankment is to come from an area immediately ahead of Station 300, and if so what sub-surface data do you have on this area to indicate that it will be satisfactory. If your data supports our opinion that special handling will be required, would you please revise your estimate of cost to reflect this work.
>
> A further question is whether your estimated quantities of embankment materials for this relocation "A" include an allowance for settlement. It is our understanding that an appreciable depth of unstable silt is deposited along the area of this relocation. Additional amounts of material would show a more favorable estimate of cost for haul but may be more than offset by handling cost or availability of specification material.

original To Young
cc Barbee
7-1-64

NOTED
LLOYD P. SHAW

RECEIVED
JUL 2 1964
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 24, 1964

Original signed by M. E. Martin

08-35.4-BA

By: M. E. Martin
Acting Division Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-80N-2(9)43, Cascade Locks-Mitchell Point Section
Railroad Agreement

We reviewed the railroad agreement for the subject project, transmitted with your letter of June 17, 1964 and wish to comment as follows:

It is noted on page 8 of the agreement that maintenance at the State's expense, is required for not less than 8 months on the Ranger Station slide. It will be necessary to justify this on the basis of paragraph 14, PPM 30-3 since it is in excess of the 6 months there stated.

It is noted also that on pages 16 and 17 the railroad is holding the State responsible for any correction of drainage which may be necessary for 2 full years after construction of the project. The propriety of and reason for this must also be established if participation is anticipated.

While a substantial amount of correspondence has already been exchanged concerning the 5-year maintenance period set forth on page 18, for the Ranger Station slide, we should have adequate engineering justification for this departure from normal procedures as set forth in PPM 30-3, along with and in addition to the statement that this work will be programmed.

In addition to this it should be required of the railroad that they establish what their actual normal maintenance operation cost of the existing Ranger Station area is so that future determination can be made as to the amount of eligibility.

Material requirements for construction of the railroad embankments set forth a rather strict requirement and we are deeply concerned at the possible expense of selection or even actual shortage of adequate material. We do not have in our files any record to show whether an adequate quantity of material does in fact exist within the station limits of the project to construct the railroad fills as required.

The possibility of exhausting the supply of satisfactory material prior to completion of the fills should be eliminated as far as is reasonably possible.

original To Young
cc Litchfield
Barbee

NOTED
LLOYD P. SHAW

RECEIVED
JUL 5 1964

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

DATE: June 18, 1964

In reply refer to: 08-35.5

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
ATTENTION: Mr. T. W. Litchfield

By: M E Martin
M. E. Martin
Acting Division Engineer

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Railroad Equipment Rental Rates
Oregon Project I-80N-2(9)48
Cascade Locks-Mitchell Point Section

Reference is made to Mr. Litchfield's letter of June 15, 1964 requesting advice if the rental rates listed on the three sheets attached to the letter, dated June 5, 1964, addressed to your office from the Union Pacific Railroad were satisfactory for use on the above captioned project.

As these rates have been approved by the Corp of Engineers for use on Federal Government Dam projects, and in conformance with instructional memorandum 30-1-64, the rental rates may be used on the above captioned project.

The agreement between the State and Railroad should include these rates as a basis for reimbursement for use of equipment.

NOTED
R. L. PORTER

Copies To
Morgan
Litchfield
Young
6-19-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 6 - 1964
FOR FILING

May 6, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: Product Selection on the
Cascade Locks-Mitchell Point Sec.

Dear Sir:

In relocating the Union Pacific Railroad Company's tracks between Stations "R.R. 305+10.54" and "R.R. Rev. 361+50.09" on the above-named project, we have selected specific types and strengths of culvert pipes for use under railroad fills in accordance with railroad requirements for pipes under certain fill heights. In each location except two, the use of corrugated steel pipe has been specified, the two exceptions being at Stations "R.R. Rev. 316+75" and "R.R. Rev. 321+10" where we have specified the use of Class V concrete pipe as extensions to the existing concrete culverts.

Also on this project at Station 382+70, we have specified a corrugated steel nested type pipe for use as a conduit for the existing 18" pipe. Corrugated steel pipe was selected at this location due to the height of the fill over the pipe and the steepness of the grade on which the pipe is to be installed.

Your concurrence in the use of culverts as presently specified is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

ABsmb
cc: L. P. Shaw
F. D. Morgan
V. G. O'Neil
J. W. Nash

RECEIVED
MAY 20 1964
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 1

MOH
4-23-64

Salem, Oregon
May 5, 1964

State Highway Commission
vs.
City of Cascade Locks
File No. L-4110

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Frank McKinney
Chief, Office Section

Attached for your records and files is an executed copy of an agreement with the City of Cascade Locks for the purpose of providing how the City is to satisfy the $27,500 judgment which the State received against them for the relocation of utility lines on the improved Columbia River Highway.

A fully executed copy of the above agreement has been retained in this office and one fully executed copy has been sent to Mr. Wayne C. Annala, Attorney, Hood River, Oregon.

Secretary

rm
Attach: 1

RECEIVED
MAY 1 - 1964
FOR FILING

FORM E-20 5M 12-63 84676

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 29, 1964

To: MEMO TO THE FILES

SUBJECT: Cascade Locks-Mitchell Point
Columbia River Highway

Regarding the proposed Corps of Engineers projects for providing a side channel in the vicinity of Herman Creek and constructing a small boat basin in the vicinity of Cascade Locks (copies of hearing notices attached), I talked this date to Mr. Hatch, U. S. Army Engineer District, Portland, to determine a more exact location of these proposed improvements.

From my conversation with him, it appears that the proposed improvements do not affect the present or proposed highway facilities in this area (see attached sketch map).

D. E. Swan

DES:dc

cc: Lloyd P. Shaw

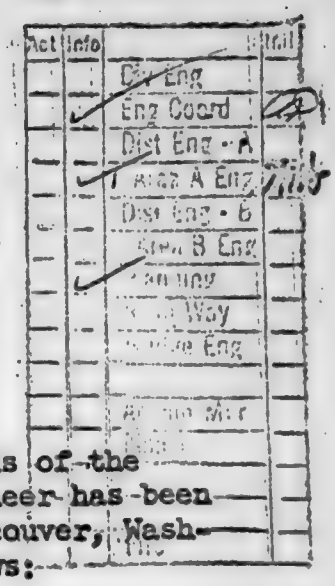
NOTED
LLOYD P. SHAW

RECEIVED
MAY 1 1964
OFFICE OF
STATE HIGHWAY ENGINEER

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND, OREGON 97208

NPPEN-PP-4

6 April 1964



NOTICE OF PUBLIC HEARING
ON
COLUMBIA RIVER BETWEEN VANCOUVER, WASHINGTON,
AND THE DALLES, OREGON, AT HERMAN CREEK, OREGON,
IN THE INTEREST OF NAVIGATION

Pursuant to the resolution of the Committee on Public Works of the United States Senate adopted 2 October 1962, the District Engineer has been directed to make a review report on Columbia River between Vancouver, Washington, and The Dalles, Oregon. The resolution reads as follows:

"RESOLVED BY THE COMMITTEE ON PUBLIC WORKS OF THE UNITED STATES SENATE, That the Board of Engineers for Rivers and Harbors, created under Section 3 of the River and Harbor Act, approved June 13, 1902, be, and is hereby, requested to review the report of the Chief of Engineers on the Columbia River between Vancouver, Washington, and The Dalles, Oregon, published as House Document Numbered 704, Seventy-ninth Congress, second session, with a view to determining the advisability of modifying the existing navigation project at the present time, with particular reference to providing a side channel in the vicinity of Hermon Creek, Oregon."

In order that the required report may fully cover the matter, a public hearing will be held in:

CASCADE LOCKS, OREGON,
IN THE
CITY COUNCIL CHAMBERS, MUNICIPAL BUILDING
ON
4 JUNE 1964
STARTING AT 10:00 A.M.

All interested parties are invited to be present or represented at the above time and place, including representatives of Federal, State, County, and municipal agencies, and those of commercial, industrial, civic, highway, railroad, and water transportation interests, and property owners concerned. They will be afforded full opportunity to express their views concerning the character and extent of the improvement desired and the need and advisability of its execution.

The improvement desired by local interests, as understood by the District Engineer, is for provision of a side channel suitable for barge traffic

NPPEN-PP-4
NOTICE OF PUBLIC HEARING ON
COLUMBIA RIVER, VANCOUVER TO
THE DALLES AT HERMAN CREEK

6 April 1964

from deep water in Columbia River to a basin located near the mouth of Herman Creek.

Sponsors of the improvement are urged to present pertinent factual material bearing upon the general plan of improvement desired and to give detailed supporting data on the economic justification of the undertaking. Opposing interests, if any, are also urged to state the reasons for their position.

Information submitted should include: (a) The nature and extent of the improvement desired; (b) any difficulties attending navigation; (c) the number and type of vessels which would be accommodated in the future, including drafts of vessels; (d) data on amounts of different items of existing and prospective commerce anticipated to move over the waterway; and (e) estimated savings in transportation costs anticipated to accrue from accomplishment of the desired improvement.

Oral statements will be heard, but for accuracy of the record, all important facts and arguments should be submitted in writing, preferably in two copies, as the records of the hearing will be forwarded for consideration by the Secretary of the Army. Written statements may be handed to the undersigned at the hearing or mailed to him beforehand at 628 Pittock Block, Portland, Oregon 97205.

Sterling K. Eisminger

STERLING K. EISIMINGER
Colonel, Corps of Engineers
District Engineer

XERO COPY XERO COPY

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND, OREGON 97205

NPPEN-PP-4

6 April 1964

NOTICE OF PUBLIC HEARING
ON
CASCADE LOCKS, OREGON, SMALL-BOAT BASIN

The District Engineer has been directed to prepare a report under the general authority of Section 107 of the 1960 River and Harbor Act on a small-boat basin at Cascade Locks, Oregon.

To assure a comprehensive report, a public hearing will be held in:

CASCADE LOCKS, OREGON,
IN THE
CITY COUNCIL CHAMBERS, MUNICIPAL BUILDING
ON
4 JUNE 1964
STARTING AT 1:30 P.M.

The Port of Cascade Locks has requested that a small-boat basin be constructed in the vicinity of Cascade Locks. The District Engineer currently has under consideration a plan which would initially develop a boat basin 150 feet by 220 feet at the waterline by 10 feet deep. The basin at 10-foot depth would have dimensions of 110 feet by 180 feet. The basin would be located upstream of the entrance to the old Cascade Locks Canal.

All interested parties are invited to be present or represented at the above time and place, including representatives of Federal, State, County, and municipal agencies, and those of commercial, industrial, civic, highway, railroad, and water transportation interests, and property owners concerned. They will be afforded full opportunity to express their views concerning the character and extent of the improvement desired and the need and advisability of its execution.

Sponsors of the improvement are urged to present pertinent factual material bearing upon the general plan of improvement desired and to give detailed supporting data on the economic justification of the undertaking. Opposing interests, if any, are also urged to state the reasons for their position.

Information submitted should include: (a) The nature and extent of improvements desired; (b) number, type, and draft of vessels which would be using the proposed basin; and (c) estimates of amount of benefits to be accrued from the boat basin.

XERO COPY XERO COPY XERO COPY XERO COPY

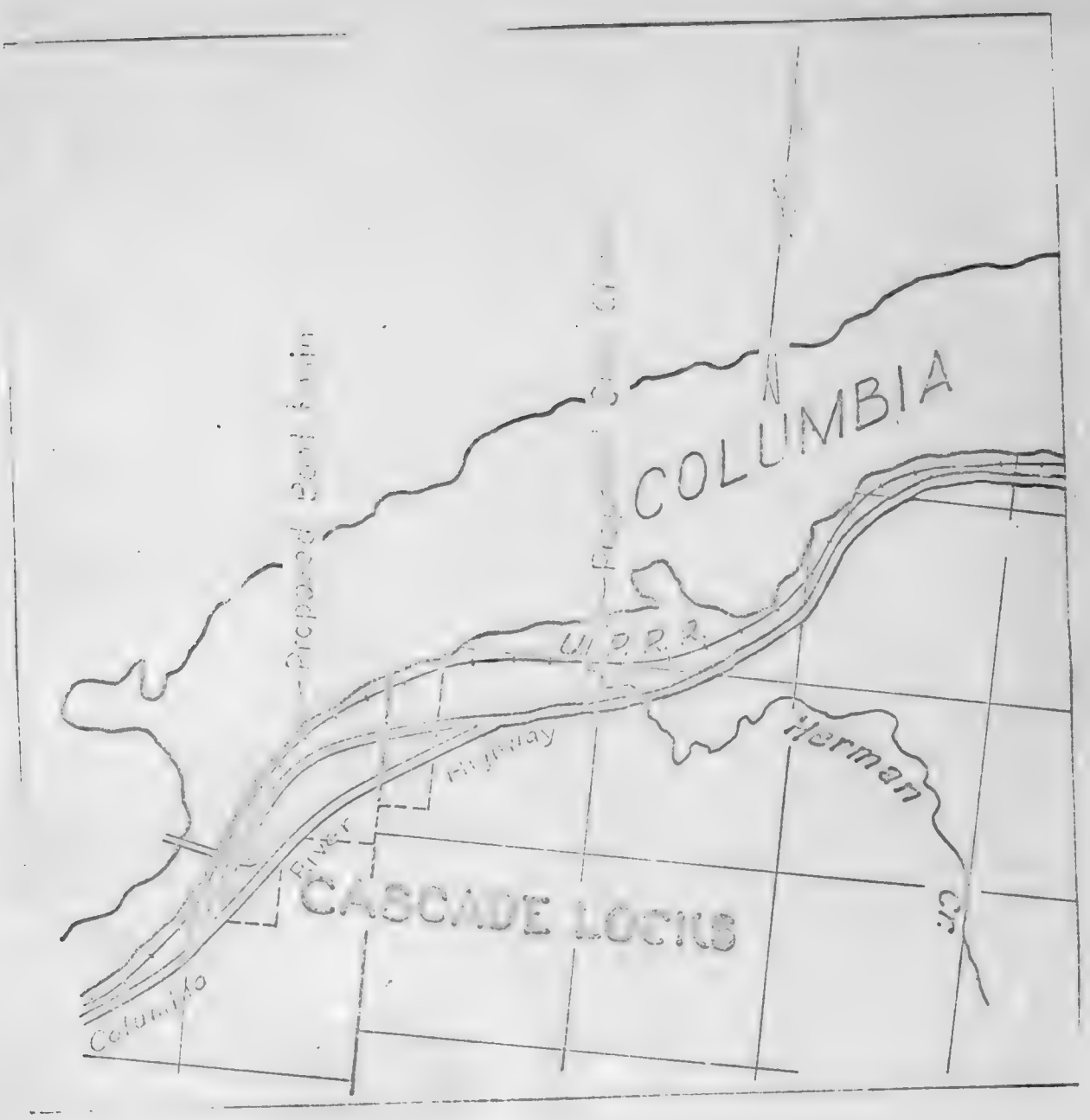
6 April 1964

NPPEN-PP-4
NOTICE OF PUBLIC HEARING ON
CASCADE LOCKS, OREGON,
SMALL-BOAT BASIN

Oral statements will be heard, but for accuracy of the record all important facts and arguments should be submitted in writing, preferably in two copies, as the records of the hearing will be forwarded for consideration by the Secretary of the Army. Written statements may be handed to the undersigned at the hearing or mailed to him beforehand at 628 Pittock Block, Portland, Oregon 97205.

STERLING K. EISIMINGER
Colonel, Corps of Engineers
District Engineer

XERO COPY


COLUMBIA
U.P.R.R.
Highway
CASCADE LOCKS
Columbia

14A-1

COMMISSIONERS:
HERMAN P. NEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

February 28, 1964

Mr. Forrest Cooper
State Highway Engineer
P. O. Box 30
Salem, Oregon

File: Hood River County
Cascade Locks - Mitchell Point

Attention: L. H. Young, Office Engineer

Dear Mr. Cooper:

We appreciate the additional information transmitted with your letter of February 11, 1964 and discussed with Mr. Frank Hall by telephone on February 24, 1964 relative to the following projects: ✓Cascade Locks-Mitchell Point Section Columbia River Highway, Herman Creek, Lindsey Creek, Starvation Creek; ✓Alsea Mountain Section, Alsea Highway. No fishery problems are anticipated provided siltation is held to a minimum.

Sincerely,

William D. Clothier

WILLIAM D. CLOTHIER, ASSISTANT
STATE FISHERIES DIRECTOR

cc: Oregon Game Commission

cc Hald
Gifford
Rohde
Nash
Morgan

RECEIVED
MAR 2 1964
OFFICE ENGINEERING
DIVISION

14A-1
5

COMMISSIONERS:
HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

January 20, 1964

CONSTRUCTION DIVISION
RECEIVED
JAN 21 1964
NOTED: CE ACE ACE CDE

Oregon State Highway Department
P. O. Box 30
Salem, Oregon

File: Hood River County
Cascade Locks - Mitchell Point Sec.

Attention: Mr. F. D. Morgan

Gentlemen:

The proposed highway projects referred to in your letters dated December 11, 1963 and January 9 and 10, 1964 are listed below in conjunction with our comments and recommendations pertaining to the protection of fish life.

Falls City-Fern Corner Section of FAS 560, Polk County,
Prospectus for location survey

We are pleased to see a bridge proposed for the Fern Creek crossing and anticipate no fish passage problems.

The culvert should be placed on a grade of not more than 0.5% for corrugated pipe and 0.0% for a concrete box type.

Central Oregon College Access Road Project, FAS 906,
Deschutes County

There is no stream or river involved in this project hence no fishery problem.

Cottage Grove-Divide Section, Pacific Highway, Lane County,
Roadside Improvement

Your department indicated by phone there is no stream or river involved in this project therefore we have no interest.

Minam Section, Wallowa Lake Highway, Wallowa County

We received only the title sheet on this project thus have no knowledge of footing and abutment locations in relation to the stream bed. This project has our approval if coffer dams or explosives are not to be used in placing the footings or abutments. Otherwise we request that detailed plans be submitted to us for study.

Copies to:
A W Parsons
Lloyd Shaw
L H Young
Frank Hall
T C Rowe J E Murdock

(over)

14A-1

✓ Cascade Locks-Mitchel Point Section, Columbia River Highway,
Hood River County — Bridge Under Grading — Box Extension Under paving

Fish passage must be provided at Herman Creek, Lindsey Creek, and Starvation Creek. Considerable care should be exercised during construction to minimize silt deposits in the stream beds.

Box Extension Under Grading North Powder-BakerSection, Old Oregon Trail Highway,
Baker County

The prospectus indicates highway crossings at several points on the Powder River.

We understand that bridges will be constructed at the crossings thus eliminating the possibility of a problem with fish passage.

The opportunity to comment on these proposals is appreciated.

Sincerely,

William D. Clothier

WILLIAM D. CLOTHIER, ASSISTANT
STATE FISHERIES DIRECTOR

cc: R. Koski,
Oregon Game Commission

RECEIVED
JAN 22 1964
OFFICE ENGINEERING
DIVISION

RECEIVED
MAR 2 - 1964
FOR FILING

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

I. & N. 2/6/64
W. G. Johnson
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

FEBRUARY 25, 1964

(File Ref. D 315 - 2 - 8)

Cascade Locks - Mitchell Point Sec.

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

NOTED
R. L. PORTER

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Reference is made to your letter of January 21 requesting information concerning conditions under which the State would be permitted to perform highway work on certain portions of the Railroads' property in connection with reconstruction of the Columbia River Highway between Cascade Locks and Meno, Oregon.

Our Companies are willing to permit the State to perform the highway work in accordance with agreement covering the project, executed by the State Highway Commission on June 10, 1963. As soon as execution of the agreement has been completed by the Railroads and the State's fully-executed counterpart is returned, we will be in position to furnish the State written consent as required by Section 6(c) of the agreement.

In order that you may proceed with preparation of Plans and Specifications, we cite some of the terms under which the Railroads will be willing to grant permission, as follows:

1. Prior to removal and relocation of the Railroads' facilities as provided for in the agreement, the State's highway work is to be confined to those areas on Railroad property indicated by both yellow color and hatching on prints of Preliminary Plan Sheets submitted with your letter of January 21. One set of these prints is being returned to you, under separate cover, bearing the approval of Mr. J. M. Bates for the Railroads' Chief Engineer, subject to some minor

corrections to boundaries of Railroad property and the work areas as shown by red outline on prints of Sheets 5, 6, 7, 19 and 20.

2. Before commencing the highway work, the State will prepare and submit its Plans and Specifications for Railroad approval.

3. The State will require its Contractor or Contractors to furnish the Railroads protective insurance in a satisfactory form prior to beginning any work on the project.

4. The State and its Contractors will abide by the Railroads' safety measures as set forth in the agreement.

5. All terms and conditions of the agreement will remain in full force and effect.

Yours very truly,

W. H. Johnson

COPIES TO:

A L BELLMITT W/ PLANS
R L DORN
A W PARSONS (2)
R L PORTER
L P SHAW
L H YOUNG
A E JOHNSON
F D MORGAN

RECEIVED
FEB 27 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 25 1964
FOR FILING

...C. CONTRACTS and AGREEMENTS No.

Salem, Oregon
February 4, 1964

Agenda Item 4-n
Supplemental Throughway Agreement
Cascade Locks-Mitchell Pt. Section
Columbia River Highway
Hood River County

Mr. H. S. Cox
County & City Engineer
Office

Attention: Mr. Don Harwell
Office Engineer

Attached is a conformed copy of a supplemental throughway agreement with Hood River County covering the Cascade Locks-Mitchell Point Section of the Columbia River Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Hood River County.

Secretary

rm
Attach: 1

I-80N-2(9) Cascade Locks-Mitchell Pt. 1965
43 Sec., Columbia River Hwy. (Grad.
#6541 & Structs.) Folder # 2

Commissioners
Joseph W. Smith, Klamath Falls
Chairman
John P. Amacher, Winchester
Vice-Chairman
Tallant Greenough, Coquille
Wayne E. Phillips, Baker
Pat Metke, Bend

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

January 31, 1964

CONSTRUCTION DIVISION
RECEIVED
FEB 3 1964
NOTED CE ACE ACE COS

State Highway Engineer
State Highway Department
Salem 10, Oregon

Attention: Mr. F. D. Morgan

File: Hood River County
Cascade Locks-Mitchell Point Sec.

Dear Sir:

We have reviewed the project plans contained in your letter of January 8, 1964.

From a fishery standpoint, there will be no problem with the following five projects and they are approved:

1. Willamette River-Battle Creek Section, Pacific Highway, Clackamas and Marion Counties.
2. Cascade Locks-Mitchell Point Section, Columbia River Highway, Hood River County.
3. Santiam River Safety Rest Area. Pacific Highway, Marion County.
4. Manzanita Safety Rest Area, Pacific Highway, Josephine County.
5. N. Ashland Interchange-S. Ashland Interchange Section, Pacific Highway, Jackson County.

We have also just received the plan (drawing No. 19111) for the Wallowa River Bridge. Both the Minam River and the Wallowa River are important spawning and nursery streams for several species of anadromous fish. We would like to request that any siltation resulting from the project, be kept to a bare minimum, and stream disturbance be confined to the smallest possible area.

Thank you for requesting our comments.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

NOTED
F. L. Hall

R. O. Koski
Chief of Liberations

ROK:dm

cc: Director, Fish Commission
cc to: A. W. Parsons
Lloyd Shaw
L. H. Young
Frank Hall
T. C. Roake
J. E. Morelock

RECEIVED
FEB 3 1964
OFFICE ENGINEERING
DIVISION

RECEIVED
JAN 29 1964
FOR FILING

Comm
RJH
Col R Thy (4)

January 28, 1964

Oregon State Highway Commission

Gentlemen:

A second supplemental agreement with Hood River County providing for relocation of a short section of county road on the Cascade Locks-Wyeth Section of the Columbia River Highway will be presented for your consideration at the January 30 Commission meeting.

This agreement is supplemental to that of December 12, 1958, and its first supplement dated January 19, 1959. It provides for closure of existing Forest Lane Road, a Hood River County road, at the north access control line of Interstate 80N freeway; and, relocation of the road, carrying it over the freeway to a frontage road along the southerly side of the freeway. The State is to construct and pay for the relocated section of county road. The State, under this agreement, will maintain the grade separation structure, and the County will maintain the relocated roadway beyond the limits of the structure.

Your approval of this supplemental agreement is recommended. It is requested that the Secretary for the Commission be authorized and directed to sign said agreement for and on behalf of the Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
H. S. Cox

LPS:ajw bbc

RECEIVED
DEC 23 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

December 18, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Subject: Wyeth Interchange
Cascade Locks-Mitchell Point Section
Columbia River Highway

Dear Sir:

At the request of Mr. Brooks and Mr. Lowder of your staff, I am attaching comparative estimates and a report on the matter from Mr. Olson regarding the subject interchange.

Plan "A" will carry the interchange structure over the top of the highway and was estimated to cost $380,000. Plan "B" is the presently designed interchange with the interchange under the main highway and estimated to cost approximately $300,000.

I trust this estimate will suffice, and that we may have your approval to continue with the present design.

Very truly yours,

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Ass't. Construction Engineer

DJB:ra

Attach.

cc: L. P. Shaw

NOTED
LLOYD P. SHAW

RECEIVED
DEC 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 EDH 3-63 49607

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12, 1963

SUBJECT: Wyeth Interchange
Cascade Locks-Mitchell Point Section
Columbia River Highway

To:

Mr. D.J. Barbee
Assistant Construction Engineer
Building

As requested, estimates have been made for the subject interchange taking the local road under the freeway as shown on the present plans (296, 500), and taking the local road over the freeway ($380, 000). These do not include median barrier, surfacing, etc., on the main highway common to both plans. Copies of these estimates are attached. It should be noted that there would be other factors of expense in carrying the local road over, such as added right of way from the Youth Camp and possibly added cost in the area where our fills would encroach on the railroad. A small wall was estimated but may not be sufficient.

To take this a little further, carrying the local road over requires 185, 000 yards of embankment in place, presumably borrowed from some source or from the railroad embankments. In taking the local road under, a total of 154, 000 yards of excavation is necessary of which 75, 000 yards is excess to the interchange and is used elsewhere. The net result of going over with the local road is a reduction in available material for the highway and railroad relocation of 260, 000 yards.

In regard to the material from Fountain Slide, the 139, 000 yards presumed to be waste has been reduced to 70, 000 yards by the need for an added 69, 000 yards for subsidence at the log pond area.

F.D. Morgan
Construction Engineer

By
A.D. Olson
Urban Engineer

ADO:jp
Attach

Cascade Locks - Mitchell Point Sec.

Form E-40—30M-

TABULATION SHEET

OREGON STATE HIGHWAY DEPARTMENT

SHEET ..... OF ..... SHEETS

Interchange; Wyeth Interchange

Quantities:

A.C.

Leveling:

Base:

Select:

Plan A (Yellowline Under)

Item	Unit	Quantity	+ Allow	Unit Cost	Amount
General Excavation	Cu. Yd.	~~4000~~	4000	0.85	3400
Embankment in Place	Cu. Yd.	~~185600~~	185600	1.10	204,160
Drainage Excavation	Cu. Yd.	40	44	3.00	130
Concrete in Box Culvert	Cu. Yd.				
Metal Reinf. in Box Culvert	Lbs.				
18" Concrete Pipe	Lin. Ft.	400	440	4.50	1980
Coarse Mat'l in Base	Ton	12000	13200	1.30	17160
3/4"-0 in Base & Shoulders	Ton	2460	2706	1.40	3790
Sprinkling	M-Gal.	270	297	2.50	740
Asphalt in Binder	Ton	9	10	55.00	550
Aggregate in Binder	Ton	78	86	5.00	430
Asphaltic Concrete ~~in Mix~~	Ton	1600	1760	6.00	10560
85-100 in Mix	Ton				
Penetration Asphalt	Ton	12	13	53.00	690
Emulsified Asphalt	Ton	9	10	55.00	550
Aggregate in Oil Mat	~~Ton~~ CY	200	220	5.00	1100
Guard Rail	Lin. Ft.	3800	4180	3.00	12540
Median Barrier	Lin. Ft.				
A. C. Traffic Markers	Lin. Ft.				
Sight Posts	Each	50	55	7.50	410
~~Structure~~			Sub	Total	258,190
			+20%	E&C	51,610
					309,800
			Structure & wall		70500
					380 300

Form E-49—30M-

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET ..... OF ..... SHEETS

Interchange; Wyeth Interchange A.C.

Quantities: Leveling:

Base:

Select:

Plan B (mainline over)

Item	Unit	Quantity	+ Allow	Unit Cost	Amount
General Excavation	Cu. Yd.	154,350	154350	0.85	131,200
Embankment in Place	Cu. Yd.				
Drainage Excavation	Cu. Yd.	233	256	3.00	770
Type (5) Inlets Concrete in Box Culvert	~~Cu. Yd.~~ ea	4	4	125.00	500
Manholes Metal-Reinf. in Box Culvert	~~Lbs.~~ ea	2	2	450.00	900
12" conc sewer 18" Concrete Pipe (Sewer)	Lin. Ft.	284 436	312 480	2.50 3.75	780 1800
Coarse Mat'l in Base	Ton	11000	12100	1.30	15730
3/4"-0 in Base & Shoulders	Ton	1920	2112	1.40	2960
Sprinkling	M-Gal.	233	256	250	640
Asphalt in Binder	Ton	9	10	55.00	550
Aggregate in Binder	Ton	78	86	5.00	430
Asphaltic Concrete in Mix	Ton	1600	1760	6.00	10560
85-100 in Mix	Ton				
Penetration Asphalt	Ton	10	11	53.00	2810
Emulsified Asphalt	Ton	7	8	55.00	440
Aggregate in Oil Mat	~~Ton~~ CY	157	173	5.00	870
Guard Rail	Lin. Ft.	1400	1540	3.00	4620
Median Barrier	Lin. Ft.				
A. C. Traffic Markers	Lin. Ft.				
Sight Posts	Each	50	55	7.50	410
Type C Curb Structure	CY	14	15	50.00	750
			Sub Total		176,720
			+20% E&C		35,380
					212,100
			structure		34400
					296,500

RECEIVED
NOV 13 1963
FOR FILING

I-ON-2(9)43
R.E. 41

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 1, 1963

SUBJECT:

To:

Mr. A. E. Johnson
Division Engineer

Recently while traveling the Upper Columbia I noticed that Evergreen and Alder trees are now several feet in height on slopes where there were no trees during the time I was locating along the river. As I recall, a lot of this I noticed was on the Cascade Locks-Mitchell Point Section and I realize that this project should be contracted momentarily. However, many of the cut banks along this highway, not only on the section mentioned, but all others will not be affected by construction and Emory should remove the trees and spray the stumps.

I was also over the Mt. Hood Highway and noticed that there are no sight posts or guard rail on the BPR construction project. Mr. Rohrbough should immediately go over this project with the BPR engineer and see to it that the proper guard rail, sight posts, and warning signs are installed prior to the contractor's winter shut down and the beginning of bad weather.

E. S. Hunter
Field Maintenance Engineer

ESH:ib

cc: Tom Edwards
E. E. Johnston
D. D. Rohrbough

NOTED
TOM EDWARDS

RECEIVED
NOV 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 24 1963
COMMISSIONERS
FOR FILING

GEORGE JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I - 80N 2(9)43
C-41

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 18, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Subj: Union Pacific Railroad Co. Agreement
Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Columbia River Highway

Dear Mr. Parsons:

Reply to your letter of September 9, 1963, on the subject section regarding hauling costs for "adequate provision for the Railroad's future facilities". It was agreed originally that the cost on the Ranger Station Section of the railroad relocation would be at State expense since the alignment change in this area was not an improvement of the railroad facilities.

Subsequent to the discussion, the Railroad Company requested that the embankment be constructed to care for future facilities. A review of this request indicated that it would require approximately 60,000 cubic yards in the Ranger Station area for this work. Excess material was available from our roadbed cuts relatively close to this area.

A review of the costs to place this 60,000 yards of material in the railroad embankment and to make the necessary extension on drainage pipes indicated that it would be cheaper for the State to widen the railroad embankment than to haul this excess material to some disposal area.

To the best of our knowledge, there are two disposal areas available. One at Station 460 which was purchased for the disposal of other excess material. The second one was approximately 1200 feet north of Station 263 on property controlled by the Port of Cascade Locks on which the Port expressed themselves as agreeable to haveing us dispose of excess material.

Our estimated cost of widening the railroad roadbed at the Ranger Station area and extending the necessary drainage structures is $11,888. The estimated cost of hauling this excess material to the waste area at Station 460 is $32,790. The cost of hauling this excess material to the waste area 1200 feet north of Station 263 is $17,713.

NOTED
LLOYD P. SHAW

From the foregoing, it is considerably cheaper for the State to dispose of this excess material on the railroad embankment, and for this reason we agreed to this widening without requesting the Railroad Company to participate by paying the cost of hauling.

I am attaching a breakdown of our estimated costs on the three above plans and I would request your concurrence in this handling of the widening of the Ranger Station railroad roadbed.

Will you please advise.

Very truly yours,

F. D. Morgan
Construction Engineer

by D. J. Barbee

D. J. Barbee
Ass't Construction Engineer

DJB:db

Attach.

cc: Lloyd P. Shaw
G. S. Paxson

RECEIVED
SEP 20 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CO-11a-(6-22-56)
(PRES. BY A.O. 306-10)

UNITED STATES GOVERNMENT

Memorandum

Shaw

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N. E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: September 9, 1963

T. Dec

FROM : T. Dec, Assistant Division Engineer
08-35.2-EC Salem, Oregon

SUBJECT: Oregon Project I-80N-2(9)43, Cascade Locks-
Mitchell Point Section -
Union Pacific Railroad Company Agreement

Our June 7, 1963 memorandum indicated that the subject agreement was considered to be satisfactory subject to our later review of the preliminary plans.

A plan-in-hand inspection of the project was made by our area engineer on July 26, 1963 based on preliminary plans. This review of the plans clarified the intent of Section 4 of the agreement regarding the statement, "adequate provision for the Railroad's future facilities." Apparently the Railroad's existing roadbed is not adequate for accommodating future tracks but the new railroad embankment for the Ranger Station Sections will be wide enough to provide for future tracks.

Union Pacific will pay for haul of excess material and constructing of culverts, etc. on the other four railroad relocations involved in the project. As discussed with Messrs. Paxson and Barbee on this date, we would appreciate receiving justification for constructing the extra width of fill, extra culvert length, etc. at State expense, on that portion of the Ranger Station Section railroad embankment necessary for the future tracks.

RECEIVED
SEP 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 30 1963
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 17, 1963

Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

ATTENTION: Mr. E. E. Grant
Principal Title Officer
Branch of Land

Re: Request for Access
Road Approaches
Bonneville-The Dalles Line
Cascade Locks-Mitchell Pt. Section
Columbia River Highway

Gentlemen:

We are in receipt of your request for permission to "use, maintain, repair and/or improve" existing access road approaches on the Bonneville-Dalles line. The location of each of the requested accesses have been checked and all of the locations fall into one of the three following categories:

1. Existing approaches on a Secondary Highway. Your present rights of use at these points allows you to continue such use and maintenance as does not conflict with use or safety of the highway, and no action on our part is deemed necessary.

2. Existing approaches along the existing Columbia River Highway which will be within the construction limits of the Cascade Locks-Mitchell Point or Mitchell Point-Hood River Sections, and which will be allowed access from frontage roads or interchanges. Any reconstruction required will be done by the State at no cost to Bonneville Power Administration, and existing rights of access will not be acquired by the State.

3. Existing approaches along the Columbia River Highway which will not be accessible from frontage roads or interchanges. We have received Bureau of Public Roads approval of locked gate accesses at these points and you were informed that these had been approved in a letter from Mr. George Rohde dated May 24, 1962. This approval and notification was made in accordance with the agreement between the State and Bonneville Power Administration dated August 19, 1960.

NOTED
LLOYD P. SHAW

In view of the above it is deemed that no further action concerning your access points is possible or desirable at this time.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

PGP:bjm

cc: L. P. Shaw
L. I. Lindas
A. E. Johnson
Jack Hesla

SEP 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 28 1963
FOR FILING

Ruth Nelson

Adm
Comm
Dist

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1963

SUBJECT:

To:

Mr. Frank McKinney
Chief, Office Section

Office

N.O.A. Item
State of Oregon vs.
Cascade Locks
L-4110
July 18, 1963 COMMISSION MEETING

I presented the above matter to the Commission and the proposed settlement of the matter in the sum of $27,500, which proposal was rejected by the Commission unless there is a further offer for settlement. Suggest this matter be brought to issue and placed on the trial docket for trial.

L. I. LINDAS
Chief Counsel

LIL:hg
cc - Mr. G. E. Robbie

NOTED
FLOYD JUERY

RECEIVED
JUL 9 - 1963
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN, MEDFORD
KENNETH N. FRIDLEY, MEMBER, WASCO
DAVID B. SIMPSON, MEMBER, PORTLAND
FLOYD QUERY, SECRETARY, SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 5, 1963

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

ATTENTION: Mr. G. H. Baker

Re: Revised Estimate
Railroad Relocations "B", "C", "D", & "E"
Cascade Locks-Mitchell Point Section
Columbia River Highway
Hood River County
Project No. I-80N-2(9)43
YOUR FILE: D - 315 - 2 - 8

Gentlemen:

Attached you will find four copies of the revised estimate of cost for the proposed relocations of your tracks at Beacon Rock, Wyeth, Lindsey Creek and Viento which are to be constructed in connection with the abovenamed section of the Columbia River Highway.

A tabulation of the comparison of costs of this estimate dated 6/20/63 with that submitted to you previously dated 11/13/62 is shown below:

	Est. of 11-13-62	Est. of 6-20-63	Total Increase	Cost of Riprap	Increase in Other Items	Increase in cost of Embankment
Beacon Rock Relocation "B"	56,342.00	125,190.00	68,848.00	64,000.00	4,848.00	
Wyeth Relocation "C"	153,036.00	261,215.00	108,179.00	107,600.00	579.00	
Lindsey Creek Relocation "D"	215,148.00	469,405.00	254,257.00	231,200.00	23,057.00	
Viento Relocation "E"	189,589.00	412,178.75	222,589.75	141,200.00	81,389.75	87,476.00
TOTAL	614,115.00	1,267,988.75	653,873.75	544,000.00	109,873.75	87,476.00
Engineering & Contingencies (12-1/2%)	76,764.38	158,498.59				
Estimated Total Cost to UPRR	690,879.38	1,426,487.34				

NOTED
LLOYD P. SHAW

You will note the increase in the estimated cost is largely due to the addition of riprap which was not included in the first estimate. The unit price used for this item is $4.00 per cubic yard and is based on the specifications which we recently wrote and were approved by your letter of June 25, 1963. Further increase in cost resulted from your request to widen the embankment of the Viento section to allow room for a future passing track. These two items alone better than double the original estimated cost of this construction. The balance of the total increase which amounts to $22,397.75 is due to the addition of culvert pipe, an item for sprinkling and revisions in the unit prices for "Excavation, Unclassified" and for "Hauling and Placing Materials".

You will also find attached four copies of a portion of our specifications pertaining to the selection of materials for placement in the railroad embankments and four copies of the latest revisions of Sheet Nos. 9, 13 and 13A of the preliminary plans.

I wish to remind you that it is our intention to advertise this project for bids on August 6, 1963, so that bids may be opened at the letting of August 27, 1963. Therefore, we must have the signed agreement returned prior to August 6, 1963. If you cannot return the signed agreement by that date, please advise us as soon as possible so we may substitute another project on this letting.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjh
Attachments
cc: A. W. Parsons
R. L. Porter
L. P. Shaw
L. H. Young
W. T. Wright
A. E. Johnson

RECEIVED
JUL 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

(6/20/63)

OREGON STATE HIGHWAY DEPARTMENT
ESTIMATE OF COST FOR RELOCATION OF UNION PACIFIC RAILROAD AT BEACON ROCK, WYETH, LINDSEY CREEK AND VIENTO

NOTE: Ranger Station Relocation "A" is to be paid for by the State of Oregon.

	Unit	Net	Allow.	Total	Unit Price	Amount
BEACON ROCK RELOCATION "B"						
Clearing and Grubbing	All	All		All		$ 800.00
Drainage Excavation, Unclassified	Cu.Yd.	54	6	60	$ 3.00	180.00
Excavation, Unclassified	Cu.Yd.	1,092	108	1,200	.85	1,020.00
Hauling and Placing Materials	Cu.Yd.	128,105	12,795	140,900	.40	56,360.00
Sprinkling	M-Gal.	140	10	150	2.50	375.00
Finishing Roadbed and Slopes	All	All		All		350.00
Railroad Riprap	Cu.Yd.	14,602	1,398	16,000	4.00	64,000.00
18" Corrugated Metal Pipe, 12 Gage	Lin.Ft.	134	16	150	5.50	825.00
24" Corrugated Metal Pipe, 12 Gage	Lin.Ft.	150	10	160	8.00	1,280.00
						$ 125,190.00
WYETH RELOCATION "C"						
Clearing and Grubbing	All	All		All		$ 2,200.00
Drainage Excavation, Unclassified	Cu.Yd.	90	10	100	$ 3.00	300.00
Excavation, Unclassified	Cu.Yd.	985	105	1,100	.85	935.00
Hauling and Placing Materials	Cu.Yd.	286,879	28,721	315,600	.40	126,240.00
Sprinkling	M-Gal.	315	35	350	2.50	875.00
Finishing Roadbed and Slopes	All	All		All		950.00
Railroad Riprap	Cu.Yd.	24,465	2,435	26,900	4.00	107,600.00
18" Corrugated Metal Pipe, 12 Gage	Lin.Ft.	82	8	90	5.50	495.00
Extra for Pipe under Railroad	All	All		All		1,200.00
54" Corrugated Metal Pipe, 8 Gage	Lin.Ft.	144	16	160	33.00	5,280.00
Class "A" Concrete in Box Culvert	Cu.Yd.	75	5	80	55.00	4,400.00
Metal Reinforcement in Box Culvert	Lb.	10,100	900	11,000	.14	1,540.00
Concrete Manhole	One	1		1	450.00	450.00
66" Tunnel Liner Plate Pipe	Lin.Ft.	62	8	70	125.00	8,750.00
						$ 261,215.00
LINDSEY CREEK RELOCATION "D"						
Clearing and Grubbing	All	All		All		$ 2,200.00
Drainage Excavation, Unclassified	Cu.Yd.	43	7	50	$ 3.00	150.00
Excavation, Unclassified	Cu.Yd.	12,763	1,337	14,100	.85	11,985.00
Hauling and Placing Materials	Cu.Yd.	472,430	47,170	519,600	.40	207,840.00
Sprinkling	M-Gal.	510	50	560	2.50	1,400.00
Finishing Roadbed and Slopes	All	All		All		950.00
Railroad Riprap	Cu.Yd.	52,580	5,220	57,800	4.00	231,200.00
18" Corrugated Metal Pipe, 12 Gage	Lin.Ft.	150	10	160	5.50	880.00
Extra for Pipe under Railroad	All	All		All		800.00
132" Structural Plate Pipe, 10 Gage	Lin.Ft.	138	12	150	80.00	12,000.00
						$ 469,405.00
VIENTO RELOCATION "E"						
Clearing and Grubbing	All	All		All		$ 2,800.00
Drainage Excavation, Unclassified	Cu.Yd.	166	14	180	$ 3.00	540.00
Excavation, Unclassified	Cu.Yd.	85,826	8,484	94,300	.85	80,155.00
Hauling and Placing Materials	Cu.Yd.	382,771	38,329	421,100	.40	168,440.00
Sprinkling	M-Gal.	400	40	440	2.50	1,100.00
Finishing Roadbed and Slopes	All	All		All		1,250.00
Railroad Riprap	Cu.Yd.	32,055	3,245	35,300	4.00	141,200.00
12" Corrugated Metal Pipe, 14 Gage	Lin.Ft.	50	5	55	4.25	233.75
18" Corrugated Metal Pipe, 12 Gage	Lin.Ft.	362	38	400	5.50	2,200.00
24" Corrugated Metal Pipe, 12 Gage	Lin.Ft.	108	12	120	8.00	960.00
30" Corrugated Metal Pipe, 10 Gage	Lin.Ft.	120	10	130	10.00	1,300.00
108" Structural Plate Pipe, 10 Gage	Lin.Ft.	180	20	200	60.00	12,000.00
						$ 412,178.75
Net Contract Amount for Railroad Relocations "B", "C", "D" and "E"						$1,267,988.75
Engineering and Contingencies (12½%)						158,498.59
Estimated Total Cost to Railroad Co.						$1,426,487.34

Cascade Locks-Mitchell Point Section

Selected Materials Required in Portions of the Work:

In the performance of the earthwork to be done under the contract, the contractor shall furnish, provide, or select and shall place selected materials of specified kind, size and quality in various parts of the work, as called for by the plans, as designated by the engineer, and as specifically set forth in the provisions hereinafter given.

Selected Granular Material for Railroad Embankments:

Embankment materials which are to be placed in the outer 4 feet of andon both sides of the railroad embankments up to elevation 98.5 as a filter material and foundation for the railroad riprap material, as indicated on the typical cross sections, shall be sound, durable rocky material selected from the coarser fraction of the rock cuts. This rocky material shall be reasonably well graded from a 4-inch minimum size to a maximum size which can be incorporated in the work. Small quantities of rocky material which is less than the 4-inch minimum size will be permitted only to an amount which is less than required to fill all of the voids. The embankment material, before being placed, shall meet with the approval of the engineer.

Railroad embankment materials which are to be placed below elevation 88, other than the 4-foot layer of material described above, shall consist of open-textured, free draining, clean rock, gravel, sand or combinations thereof. If the material used consists of substantially quarry rock larger than 4-inches, fines other than free draining material will be permitted only to an amount less than required to fill all of the voids. The embankment material, before being placed, shall meet with the approval of the engineer.

RECEIVED
JUN 25 1963
FOR FILING

Salem, Oregon
June 24, 1963

Mr. R. A. Porter
Deputy State Highway Engineer
OFFICE

There are several matters that I have been involved in which have not been completed.

1. Cascade Locks-Mitchell Point.

The Commission has signed agreements prepared by the Railroad and has returned these agreements to the Railroad. In the agreement is Exhibit "I" giving the estimates of cost to the Railroad for the upper four line changes. This is carried as $615,000 based upon an estimate we gave them last November. Since that time, the Railroad has added riprap on all line changes and an additional passing track at Vionto. These two changes increase the Railroad cost to approximately double the original estimate. Mr. Litchfield is to send to the Union Pacific in Portland the revised estimate of Railroad costs and in the letter of transmittal is to particularly call the Railroad's attention to the fact that the great increase in cost is due to changes they have requested.

2. Celilo Section.

So far as I know, we have reached agreement on all construction details with both the Union Pacific and the Oregon Trunk. We have one more P.U.C. hearing to hold with the Union Pacific covering the overcrossing of its tracks at Rufus. The Union Pacific is going ahead with the preparation of an agreement covering the entire section between Celilo and Rufus. It may be that this last overcrossing at Rufus will be carried on a separate agreement. We have not had the P.U.C. hearings with the Oregon Trunk on the overcrossings of its tracks and upon the grade crossing leading to the Celilo Indian Village. Application was made many months ago but no hearing date has been set because of the insistence by the Oregon Trunk that all construction details be resolved and that an agreement be entered into prior to

the hearing. I believe we have now satisfied them and that they are drawing up the agreement so that the P.U.C. hearings can be held in the near future.

There may be one matter of controversy covering the grade crossing leading to the Indian Village. At one time, Mr. Moy advised that he would demand an agreement under which we would pay any costs for automatic signalization should this crossing be signalized at some future time. I believe it is very unlikely that such signalization would ever be required. In any event, we should not accede to this, as the distribution of costs must be made by the P.U.C. at the time such signalization might become necessary.

3. Second Avenue - La Grande.

I recently wrote a letter to the Union Pacific Railroad Company detailing the items which were to be included in an agreement covering the project. This will necessarily be a three-party agreement--State, Railroad and City of La Grande--because the City must assume the same maintenance obligations that it incurred under an agreement entered into in 1916 with the Railroad Company covering maintenance of the existing structure. I have been unable to get any answer to letters to the City and suggest that Mr. Litchfield call upon the City Manager and tell him what we are doing as the City should be advised before copies of the agreement are submitted to them for signature. Since the project does not involve any work over the railroad tracks, no P.U.C. hearing should be necessary.

G. S. Paxson
Deputy State Highway Engineer
(Retired)

GSP:ms
cc Mr. P. M. Stephenson
Mr. I. D. Merchant
Mr. T. W. Litchfield

RECEIVED
JUL 10 1963
FOR FILING

Salem, Oregon
June 11, 1963

Agenda Item 4-m
Agreement with O. W. R. & N Co.
Cascade Locks to Viento

Mr. Forest Cooper
State Highway Engineer
Office

Attention: Mr. R. L. Porter
Deputy State Highway Engineer

Attached are two copies of an agreement with the Union Pacific Railroad Company covering the relocation of the railroad between Cascade Locks and Viento on Interstate 80N, in Hood River County. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

When fully signed please return one copy of the above agreement to this office for the Commission's files.

Secretary

rm
Attach: 2

cc - Mr. G. S. Paxson
Mr. J. N. Hershberger
Mr. T. W. Litchfield

FORM E-122X 50M 5-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

AGENDA
JUN 10 1963
*+4 m

June 7, 1963

Oregon State Highway Commission

Gentlemen:

On the agenda for the June 10 meeting will appear the matter of entering into an agreement with the Union Pacific Railroad Company, which will cover the construction of the Cascade-Mitchell Point Section of Interstate 80N in Hood River County. This matter has been worked on for at least four years and the agreement is now in a form that is acceptable to both the Railroad and this Department. I recommend that it have your approval.

Inasmuch as this is a somewhat complicated project, we do not propose to contract this section until the Railroad Company formally executes the agreement.

Very truly yours,

Original signed
Forrest Cooper

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Victor D. Wolfe
F. D. Morgan

(A)
2 COPIES TO
BE SIGNED
(by Commission)

M

RECEIVED
JUN 8 1963
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 7, 1963

A. W. Parsons, Division Engineer
08-35.2-0 Salem, Oregon

Oregon Project I-80N-2(9)43
Cascade Locks-Mitchell Point Section
Union Pacific Railroad Company Agreement

Provisions in the draft of the above captioned railroad agreement supplemented by the explanation and detailed breakdown of costs in Exhibits "G" and "H" as well as Mr. Litchfield's May 31, 1963 letters to the Union Pacific Railroad Company and this office are considered satisfactory subject to our later review of the plans for the work. Our Regional office's concurrence will be necessary on future railroad agreements regarding the company's rejection of the addition of wording indicating concurrence of the State for any work done by the railroad and the acceptability of providing detailed estimates of the costs of work for our information only and not part of the agreement.

Either the executed formal agreement or a letter from the railroad company stating that the agreement and your design plans are satisfactory should be furnished to and approved by this office prior to our authorization for you to advertise the subject project.

A more detailed definition of normal maintenance costs should be furnished with your programing of stage construction involving stabilization operations as proposed over the five-year period following completion of the relocation of the railroad's facilities.

RECEIVED
JUN 7 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

Original to Letchfield
Copy to Gurney
6-10-63
ma

RECEIVED
JUN 7 - 1963
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon

April 30, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

08-35.2-0

A. W. Parsons
Division Engineer
Salem, Oregon

Oregon Project I-80N-2(9)43
Cascade Locks - Mitchell Point Section
Union Pacific Railroad Company Agreement

Mr. Porter's March 19, 1963 letter requested reconsideration of the provisions of subparagraph 14b of PPM 30-3 for the subject agreement to allow reimbursement for maintenance periods in excess of one year.

Attached is a copy of Mr. G. M. Williams' April 22, 1963 memorandum which reviews the situation. It states that through the generally unstable Ranger Slide area, where a stable roadbed cannot economically be provided in initial construction, the stabilization operations over the five year period may then properly be considered as subsequent stages of construction and the work programed with Federal-aid participation accordingly. The provisions of subparagraph 14b of PPM 30-3 would then not become applicable until construction was considered physically completed.

Our March 11, 1963 memorandum called your attention to Section 8, paragraph (a), of the proposed agreement which permits the railroad to make any and all changes, alterations, or relocations which in their judgment may be or become necessary or expedient because of the project or any part thereof. Inasmuch as stabilization operations over the five year period must be programed as stage construction, it would seem advisable to review the agreement to assure yourself that adequate provision is made therein for State concurrence prior to the commencement of any such stabilization operations.

A copy of the above-mentioned memorandum from Mr. Williams has been handed to Messrs. Porter and Litchfield of your office.

Attachment

original To Young
cc Litchfield
both with attach.)
5-2-63

NOTED
LLOYD P. SHAW

APR 2 2 1963

Mr. B. M. French, Regional Engineer
08-00.7 Portland, Oregon

G. M. Williams, Director of Engineering
32-10 and Operations Barnett
Washington, D. C.

Oregon Project I-80N-2(9)43 - Maintenance of railroad embankment

Reference is made to Mr. H. B. Stanley's memorandum of March 26, 1963.

The State has submitted that the most economical location for Interstate Route 80N in the Ranger Slide area will require relocation of about a mile of the Union Pacific Railroad Company's tracks into the Columbia River. The railroad relocation as proposed will require heavy embankment partially under water in an area known to be generally unstable, and it may be rendered more so by construction operations; the railroad and State foresee probable need for continuing stabilizing operations for the embankments over a period of time.

The proposed agreement between the State and the railroad by which a portion of the railroad right-of-way will be made available for construction of the Interstate route provides for the State to reimburse the railroad for any unusual "maintenance" between certain defined stations for a period of five years after completion of the relocation of the railroad's facilities; the agreement provides further that for the first two years of this period any damage to railroad facilities and appurtenances caused by slides or other disturbances, with certain exclusions as set forth, is to be repaired by the State. You should satisfy yourself that these exclusions are clearly defined.

It should be established and documented that the construction of the railroad relocation as proposed under the agreement is the most economical means of providing a stable roadbed for the railroad; that is, that the continuing stabilizing operations as proposed are more economical and feasible than a design insuring a stable roadbed in initial construction. The stabilization operations as proposed over the five-year period following completion of the relocation of the railroad's facilities may then properly be considered as subsequent stages of construction and the work programed with Federal-aid participation accordingly.

- More -

The provisions of Paragraph 14b of PPM 30-3 would not become applicable until construction was considered physically completed. The State and railroad should also define and establish, and include as a part of the agreement, normal maintenance costs which would be excluded from Federal participation.

Under these conditions, Federal participation may be approved in the costs of any continuing construction of the railroad embankment as set forth in the proposed agreement and recommended by your office and that of the division engineer.

RECEIVED
JUN
FOR FILING
I-84N-2(9)43
6541

March 19, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Mr. Parsons:

Re: Cascade Locks-Mitchell Point Section
Union Pacific Railroad Company
Agreement

Reference is made to your letter of March 11 concerning the proposed agreement with the Union Pacific Railroad Company on the Cascade Locks-Mitchell Point Section, Oregon Project I-80N-2(9)43.

We are contacting the Union Pacific people to see if the estimate of the work to be performed at State expense by the Railroad can be amplified. We trust, however, that you do not desire the minute detail that was included in the Idaho agreement.

Your assumption that we intend that the 5- and 2-year maintenance provisions are to be nonparticipating is incorrect. We will check with the Railroad to see if some amount can be estimated to cover this feature of the work and then request that you reconsider this matter to see if there is not some way by which federal aid can be approved. The State of Oregon is not in a position to assume more than its statutory share of the Interstate Highway costs. It is this Department's opinion that the 5- and 2-year maintenance requirements of the Railroad are reasonable. We are certain that should the matter be reversed and the highway be relocated into the Columbia River for the benefit of the Railroad, we would require such a provision from the Union Pacific Railroad Company.

If there is no way that you can reconsider this matter, we will be faced, as I see it, with two alternates:

one, of moving the location into the slide area, which will increase the costs of the project many hundreds of thousands of dollars; and, two, condemning the Railroad rights, which may require the cooperation of your organization. As I understand it, the Highway Department has some condemnation authority on operating railroad property. However, I am told that we would have no right of possession until the matter had finally been settled by judicial determination. By the time motions, demurrers, and other legal obstacles had been argued, this project can easily be delayed from five to ten years, or longer.

It seems to us that the railroad conflict on the Cascade Locks-Mitchell Point Section is not a usual or average situation. It would further seem that it involves conditions that are beyond the intent of the governing FPM and, as such, creates a special situation which should have special and separate consideration.

As you know, present plans call for relocating about a mile of the Union Pacific Railroad Company's tracks near the Ranger Slide area by shifting the railroad northerly into the Columbia River. This will require fills of from 30 to 40 feet in height, of which the lower 15 feet or so will be below the normal water level. These fills will have a considerable period of time to remain in place before railroad traffic is placed on them, but no one can be sure that additional maintenance greater than that which would normally be encountered might not be necessary sometime during a 5-year period.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. F. D. Morgan
Mr. L. H. Young
Mr. C. H. Maison

FORM CD-127 (6-22-51)
(PRES. BY A.O. 306-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon

DATE: March 11, 1963

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. M. Parsons
08-35.2-0 Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-2(9)43, Cascade Locks - Mitchell Point Section
Union Pacific Railroad Company Agreement

Prior to the November 26, 1962 meeting with railroad officials, Mr. Paxson handed our representative a portion of the proposed railroad agreement and your November 13, 1962 estimate of cost, including railroad relocation work, for the subject project. Mr. Litchfield furnished Exhibits D, E, G, H, and I on March 8, 1963.

One of the unique features of this agreement is that four sections of the railroad are being relocated to utilize excess materials from highway construction as outlined in your July 25, 1958 letter resulting in a savings of both highway and railroad funds. Under these circumstances, the provisions of subparagraph 8C of PPM 21-6.3 concerning tied bids are not considered as being applicable for work being done for the railroad's convenience.

A fifth railroad relocation, at Ranger Station, is being made for the convenience of highway construction. Exhibits "G" and "H" include the estimated cost of work to be performed by the railroad at State expense for this relocation. Exhibit "H" also includes flagging, signal, engineering, and inspection work to be performed by the railroad at the other four sections at State expense.

With work to be performed at State expense that is of the magnitude and complexity as stated in the agreement, it is difficult to see how Exhibits "G" and "H" could be deemed to be detailed and itemized estimates of cost compiled in accordance with the items in the statement of work. We are faced with the task of reviewing an estimate which has not been prepared in sufficient detail to provide a reasonable basis for analysis. Attached are two copies of the estimate of work to be performed by the railroad in connection with Idaho project FG-1024(10). This estimate is considered to be in the detail required and we urge that you take the steps necessary to assure that Exhibits "G" and "H" in the subject agreement are revised in such detail.

Paragraphs (C) and (D) of section 7 provide for maintenance for periods of five and two years respectively following completion of the relocations. Federal reimbursement can be made only for grade corrections necessary during the first year after revenue trains commence operation on the relocation and then only with the prior approval of this office. We would like to point out that such reimbursement can not exceed the amount set up for the grade correction costs in the estimate portion of the agreement between the State and the railroad. We are unable to locate any amount in the estimate for grade correction so therefore must assume that you intend that such work be non-participating in so far as Federal funds are concerned.

Section 8, paragraph (a), permits the railroad to make any and all changes, alterations, or relocations which in their judgment may be or become necessary or expedient because of the project or any part thereof. Paragraph (b) provides for the State to reimburse the railroad for the cost of performing the work in paragraph (a). We wish to point out that Federal participation is limited to work included in the agreement or as revised by supplement or change order and we do not believe that you should have to accept the risk of paying for railroad work which might be non-participating. Accordingly, it is suggested that the words "subject to concurrence of the State" be inserted after "the railroads" in the second sentence of paragraph (a). Emergencies can be taken care of by obtaining oral concurrence to be confirmed in writing.

We appreciate the opportunity to comment on the proposed agreement prior to making our review of the final draft of the agreement which should be submitted far enough in advance of execution to allow for any necessary revisions to be made.

Attachments

RECEIVED
MAR 12 1963
OFFICE OF
STATE HIGHWAY ENGINEER

EXHIBIT "B"

ESTIMATE OF
MATERIALS AND FORCE ACCOUNT WORK
BY
UNION PACIFIC RAILROAD COMPANY

COVERING THE FOLLOWING WORK TO BE PERFORMED FOR THE STATE OF IDAHO IN CONNECTION WITH PROPOSED STATE UNDERPASS

CONSTRUCTING 1810 FT. SINGLE TRACK SHOOFLY, RE-MOVING & RESTORING 900 FT. MAIN TRACK, SPLITTING 960 FT. MAIN TRACK TO CONNECT AT ENDS OF SHOOFLY, 511 FT. OF SIDE TRACK AND REMOVE 6 TURNOUTS. RE-LOCATE WATER LINES, REARRANGING RIGHT OF WAY FENCES & FURNISHING ENGINEERING, INSPECTION AND FLAGGING. RELOCATING & REARRANGING SIGNALS & REARRANGING CENTRALIZED TRAFFIC, WAYSIDE & TURNOUTS.

Pocatello Idaho	Bannock County	216.45 Milepost	PC-1024(10) Project No.	August 14, 195 Date

TRACK WORK: SHOOFLY-FIRST PHASE	Quan.	Unit	Unit Cost	Labor	Material	Total
				$ 600	$ 200	
Engineering						
Grading (By State)	16000	CY				
Remove Turnouts	6	Ea.	350 00	2100		
Rearrange track elements	5			300		
Shift main track	2005	TF	1.75	3666		
Remove main track	300	TF	1.00	300		
Move & restore R/W fence					75	
Cast iron pipe 12"	380	LF	6.00		2280	
Cast iron pipe 10"	235	LF	5.00		1175	
Misc.fittings, valves, etc.					1500	
Exc.backfill pipe line	615	LF	6.00	3690		
SHOOFLY-SECOND PHASE						
Engineering				300	100	
N. cross ties-Trtd	960	Ea.	4.217		4048	
SH-130 rail 3620 LF	78.92	NT	66.60		5256	
SH-131# jt. bars (94)	114.68	Cwt.	4.40		505	
SH-131# tie plates(1921)	426.07	"	4.00		1704	
N. Spikes	51.10	"	10.85		554	
N. Lockwt 1-1/8"	0.564	M	128.00		72	
N. Bolts 1-1/16"	13.82	Cwt.	16.80		232	
Ballast	1380	CY	1.73		2387	
Ballast (Pit Run)	250	CY	0.50		125	
Unload Ballast	1630	CY	0.30	489		
Work Train service	1630	CY	0.35	408	163	
Lay & surface track	1810	TF	1.50	2715		
Install No. 10 T.O.	1	Ea.	500.00	500		

(1)

Sheet No. 2
Pocatello, Idaho
Project No. FG-1024(10)

				Labor	Material	Total
...KEY SIDING PHASE (Cont.)						
Shift track (M.L.)	960	TF	1.75	$1680		
Shift side track	95	TF	1.75	166		
Remove & install track	416	TF	2.50	832	208	
Remove main tracks	600	TF	1.00	600		
Replace main tracks	900	TF	1.50	1350		
Ballast replace	450	CY	1.73		779	
Unload ballast	450	CY	0.30	135		
Work train service	450	CY	0.35	113	45	
Move & relocate comm.lines				1500	500	
Remove shoofly	1810	TF	1.00	1810		
Restore main trk.at ends	960	TF	1.75	1680		
Remove No 10 T.O.	1	Ea.	300.00	300		
Restore side track	95	TF	1.75	166		
Remove side track	416	TF	1.00	416		
Maintain traffic				1200		
Labor Additives				7536		
Material Additives					2191	
Contingencies				2693	2191	$63,435
Inspection & Engr.	12	Mo.	585.00	7020		
Flagging	30	Da.	50.00	1500		
Labor Additives				2386		
Contingencies				852		11,758
SIGNAL WORK:						
Engineering				2000		
Move sw. machines	4	Ea.	225.00	800	100	
Move dwf. signals	2	"	200.00	300	100	
Move 1-unit high signal	1	"	250.00	200	50	
Move 2-unit high signal	1	"	300.00	250	50	
Move relays & rest.	60	"	20.00	900	300	
Move phone	1	"	25.00	25		
Move battery box	1	"	25.00	25		
Move battery	2	Lot	100.00	100		
No. 6 T.O. line wire	9500	Pt.	.24	950	1330	
5 cond. #10 B.T. cable	600	"	.50	360	540	
7 cond. #14 B.T. cable	600	"	1.00	300	300	
5 cond. #10 B.T. cable	400	"	1.00	140	260	
7-cond. #10 B.T. cable	5000	"	1.30	2500	4000	
Remove material				1000	500	
Maintain traffic				2500		
Temporary work				4000	1000	
Misc. items				1500	500	
Contingencies				2885	2788	32,553
TOTAL				69636	38108	107,746
Estimated Credit for Salvage						11,465
Net Cost to the State						$96,281.

ESTIMATED CREDIT TO BE ALLOWED STATE OF IDAHO FOR SALVAGE MATERIAL:

Rail	75% of $4048	$3,036
Fastenings	90% of 5256	4,941
Ties	90% of 2513	2,362
Track Bolts	75% of 554	416
Total Track Salvage		$10,755
Total Signal Salvage		710
TOTAL		$11,465

The above cost figures are estimates only and subject to fluctuation. In the event of increase or decrease in the cost of materials and the wages paid labor, the State will be billed according to the current rates effective therefor.

RECEIVED
JAN 25 1963
FOR FILING

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

N 12(9)43
O. H. BAKER
SUPERINTENDENT
OREGON DIVISION

JANUARY 18, 1963

(File Ref. D 322 - O - 24)

Umpqua River Navigation Company
P. O. Box 25
Reedsport, Oregon

Attent: Mr. O. H. Hinsdale,
President

Gentlemen:

Kindly refer to your letter of September 4 relating to proposal for a private road to underpass our relocated railroad in the vicinity of Railroad Mile Post 46.1 east of Cascade Locks, Oregon.

We are now able to advise you that while our Company does not object to a concrete underpass structure at this location, it appears that the structure shown on Drawing 3 submitted with your letter, will be inadequate for use by rock-hauling trucks. We do not believe that the proposed clearances will be sufficient to handle the expected working load limits of equipment hauling large heavy pieces of quarry rock through the underpass. We find that these limits may be as much as 16' in height and 14' in width. To avoid continuous damage to the underpass structure, we must insist that adequate vertical and horizontal clearances be provided. It is likely that the grade on our proposed new location will need to be higher to accommodate an underpass structure with sufficient clearances. Any additional cost of raising the railroad grade will have to be borne by your Company.

Since receiving your proposal, we have learned that your Company has abandoned its plan to lengthen the proposed new Herman Creek highway bridge structure to provide for a private road parallel to the proposed public road under this bridge. If this is true, you must now intend to haul rock from the quarry on the public road under the highway bridge, subject to restrictions of highway loading and clearances. Consequently, the clear-

NOTED
LLOYD P. SHAW
NOTED
P. L. PORTER

ances on equipment and loads using the structure undercrossing the railroad may not be as large as we now anticipate.

Before any plans for the underpass structure on the railroad can be approved by our Company, it will be necessary that we be correctly informed concerning these clearances. Will you please advise us accordingly?

Yours very truly,

O. H. Baker

cc: Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

RECEIVED
JAN 22 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 22 1963
OREGON
STATE HIGHWAY COMMISSION

NOTED
LLOYD P. SHAW

Chief
RIW
Col. R. Hurylupp
Cascade

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1962

SUBJECT: Herman Creek Road Interchange
Cascade Locks-Mitchell Point
Columbia River Highway

145 To: Memo To The File

Mr. O. H. Hinsdale, of the Umpqua River Navigation Company, met with me in my office on September 17, 1962. At that time he stated that he did not think that his company would request the revision previously discussed in the interchange area for its use, but requested that he be given a little more time before a firm decision was made. He stated that if he had not contacted me by Thursday, September 20, I would know that they would not desire to have the revision made at their expense.

Since I have received no further word from Mr. Hinsdale, it is to be assumed that they do not wish to proceed with the revision they had previously requested. Therefore, orders have been given to proceed in this area on our original plan.

RECEIVED
SEP 26 1962
OFFICE OF
STATE HIGHWAY ENGINEER

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

DJB:jd

September 14, 1962

Mr. O. H. Hinsdale, President
Umpqua River Navigation Company
Post Office Box 25
Reedsport, Oregon

Dear Mr. Hinsdale:

In reply to your letter of September 4 regarding work for your company in the Harman Creek Interchange area, the estimated cost of this work is $65,500 if the railroad grade crossing is closed in this area. If it is necessary that the grade crossing be continued along with the construction of the underpass under the railroad, the estimated cost would be $90,000.

The agreement drawn by our Legal Department will be drawn in the name of the Inland Rock Quarry. I am informed by the Legal Department that your deposit for the estimated cost of the work to be done must be in cash at the time the agreement is signed.

We hope to contract this section in October (this may or may not be possible), and if we are to revise our plans to meet your requirements, it will be necessary that we have an immediate reply as to whether you wish us to proceed with this work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

cc Forrest Cooper
F. D. Morgan

DJB:jd: ajw

145

UMPQUA RIVER NAVIGATION COMPANY

BARGES, TOWING, SAND, GRAVEL & READYMIX CONCRETE
Since 1889
P. O. Box 25
REEDSPORT, OREGON

September 4, 1962

Mr. Forrest Cooper, State Highway Engineer
Oregon State Highway Commission
State of Oregon
Salem 10, Oregon

Attention: Mr. R. L. Porter, Asst. State Highway Engineer

Dear Mr. Porter:

Thank you for your letter of August 31 regarding the Herman Creek interchange structure. First of all, we have to determine from your office what the structures would cost and what the requirements of the Oregon State Highway Commission would be.

I am enclosing a copy of my letter to the Union Pacific Railroad as we have only talked to them informally about an underpass structure. We should have an answer to this shortly.

In the last paragraph of your letter you state that you have asked your legal counsel to prepare an agreement for our consideration. This agreement should be in the name of Island Rock Quarry.

Inasmuch as it will be several years before the funds will be used by the Highway Commission for these underpasses and roads, I would like to know if it would not be possible for us to put up a bond for payment in accordance with your letter of August 31.

Very truly yours,

UMPQUA RIVER NAVIGATION COMPANY

O. H. Hinsdale
President

OHH/iw

RECEIVED
SEP - 5 1962
OREGON
STATE HIGHWAY COMMISSION

UMPQUA RIVER NAVIGATION COMPANY

BARGES, TOWING, SAND, GRAVEL & READYMIX CONCRETE
Since 1889
P. O. Box 25 — CRestview 1-2123
REEDSPORT, OREGON

September 4, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad
2525 N. Larrabie Street
Portland 17, Oregon

Attention: Mr. Glen Taber, Asst. Engineer

Dear Sir:

Enclosed is Drawing No. 3 showing a private road underpassing the highway and the railroad.

We have had various plans to try overcrossing the railroad by following what is known as the Highway C Line but we find that there is not sufficient room to accomplish this. If this plan enclosed meets with your tentative approval, we will eliminate the grade crossing after this installation is made. Of course the Oregon State Highway Commission will submit the design of the underpass structure to your office for approval.

Do you see any reason why the Union Pacific Railroad will not approve this underpass structure under their tracks if the design meets your requirements? I will appreciate your prompt answer.

Very truly yours,

UMPQUA RIVER NAVIGATION COMPANY

O. H. Hinsdale
President

OHH/iw

cc: Mr. Forrest Cooper, State Highway Engineer
Attention: Mr. R. L. Porter, Assistant

August 31, 1962

Mr. O. H. Hinsdale, President
Umpqua River Navigation Company
Post Office Box 25
Reedsport, Oregon

Dear Mr. Hinsdale:

Reference is made to your recent inquiry relative to the enlarging of the Herman Creek Interchange structure on the Columbia River Highway and the constructing of a structure under the Union Pacific railroad. This would be for the purpose of providing your company with a private haul road.

The quoted figure of $65,500 is an estimate. This could increase or decrease, depending upon the unit prices in the contract. If you wish to pursue this matter, it will be necessary to enter into an agreement with the State Highway Commission which will call for a deposit of $65,500 on your part. Further provision will be made calling for a refund to you, if the final cost is less than the deposit, and for an additional payment by you should the final cost exceed the deposit. This final cost, in addition to the actual cost of construction, will include the State's expense in redesigning the interchange structure, the cost of designing the railroad structure, and the prorata share of the construction engineering expense.

It is understood that you have contacted the Union Pacific Company and that it offers no objection. We will submit the design of this structure to the railroad for its approval.

The Bureau of Public Roads has given its tentative approval to the matter but requires that a wall be placed between your proposed road and the public road below the highway. It is also required that your road be constructed with a dustless surface, and that you agree to maintain it in this condition. It will be necessary that you make whatever arrangements are initiated with the railroad company concerning maintenance of the structure.

In an effort to speed this up, we are assuming that you will wish to proceed, and we have asked the Highway Department's Legal Counsel to prepare for your consideration, an agreement along the above lines. It will be appreciated if you will advise us as to whether or not this agrees with your desires.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLPrajr

cc Forrest Cooper
L. I. Linton
F. D. Morgan

RECEIVED

FOR FILES

Counsel
Filed
Cc to Mr. Hampton

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 23, 1962

To: Mr. Leonard I. Lindas
Chief Counsel
BUILDING

SUBJECT: Umpqua River Navigation Company Agreement
Herman Creek Road Interchange Area
Cascade Locks-Mitchell Point
Columbia River Highway

The Umpqua River Navigation Company, through its president, Mr. O. H. Hinsdale, at P.O. Box 25, Reedsport, Oregon, has requested that we construct an off highway haul road for his use. The construction of this haul road will require a change of design of our main highway interchange structure, the construction of a structure under the new alignment of the Union Pacific Railroad tracks and grading of this haul road from Herman Creek Road to the northerly side of the railroad tracks. The construction will include all necessary walls and appurtenants.

In return for the above, Mr. Hinsdale has indicated that his company not only will pay any additional cost involved to the Highway Department but also relieve us of the necessity and responsibility of replacing an existing grade crossing of the Union Pacific tracks.

We should draw up an agreement with the Umpqua River Navigation Company whereby they will deposit with us the sum of $65,500 which is the estimated cost of this work. The agreement should further state that the final cost of the work be based upon actual quantities paid to the contractor and at the contractor's bid prices. The cost will also include any cost to the State for the revised design of our interchange structure inasmuch as the structure is presently designed. It would also call for the cost of the design of the structure under the railroad track. Besides, it would call for a pro rata cost of the construction engineering based on the ratio Mr. Hinsdale's work has to the total contract on our construction cost.

The agreement should provide that in case the company's deposit of $65,500 is insufficient to meet the final cost, that a bill will be

made to the Umpqua River Navigation Company and immediate payment demanded. In case the deposit of $65,500 is in excess of the cost, the State will re-imburse the Umpqua River Navigation Company. The agreement should also state very clearly that the Highway Department is relieved of all responsibility of constructing a grade crossing in this area.

Mr. Hinsdale will be required to place a dust free surfacing on his haul road and maintain same. Mr. Hinsdale will also be required to deal with the Union Pacific Railroad relative to the maintenance of the structure under the railroad track.

We are presently planning on calling for bids on this project at the October 30 letting. It would be appreciated if your statement can be drawn in ample time for the signatures of the Umpqua River Navigation Company's officials and for the approval of our Commissioners prior to the time for awarding this contract.

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

DJB:jd

cc: R. L. Porter

UMPQUA RIVER NAVIGATION COMPANY
BARGES, TOWING, SAND, GRAVEL & READYMIX CONCRETE
Since 1889
P. O. Box 25
REEDSPORT, OREGON

CONSTRUCTION DIVISION
RECEIVED
AUG 6 1962
CE ACE ACE COE

August 2, 1962

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. D. J. Barbee, Asst. Construction Engineer

Gentlemen:

I have your letter and estimate of July 19 regarding the revised underpass crossing for a total additional cost of $65,500.00.

I wish that you would advise me of the necessary steps that we should take so that you may progress this with the Union Pacific Railroad and the Bureau of Public Roads.

Very truly yours,

UMPQUA RIVER NAVIGATION COMPANY

O. H. Hinsdale
President

OHH/iw

RECEIVED
AUG - 6 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 25 1963
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

January 17, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-80N-2(9)43
Cascade Locks - Mitchell Point Section
Columbia River Highway, Locked Gate Access,
Station 687+50, Warren Creek Scale Site

Reference is made to your letter dated October 1, 1962.

The additional point of access is approved as requested with the understanding that the gate will be kept locked at all times when not in use and that the keys will be retained by authorized personnel.

RECEIVED
JAN 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
copy to Morgan
1-25-63

NOTED
LLOYD P. SHAW

Frost Penetration - 16"-20"

TYPICAL SECTIONS Traffic Classif. - VERY HEAVY

NEW WORK

1½" of A.C. (Future - when required.)
2" of top course A.C.
2" of bottom course A.C.
3" of Plant Mix Bituminous Base.

11" of crushed base.

EXISTING ROADWAY

IN PLACE
3½" A.C.
Average 14" Base
Planed in 1958

(1)
Typical Soil
SS LL
0 PI
16 % #200
(.005 Ind.)
Gr % Gravel or Rock
S % Coarse Sand
FS % Fine Sand
Si % Silt
C % Clay
GI "GI" Value (Corrected)
ASSHO Classif. - A-1-b (0)

(1) Apply Gravel or Rock

Other Traffic Classif.	Total E 18 Requirement
Very Heavy	17"
Heavy	16"
Medium Heavy	12½"
Medium	11"
Light	9½"

Required Base & Surf.	Designed Base & Surf.		
	NEW WORK		
		4	A.C.
		3	#300
		11	Cr. Base
		18	Present
	Future	2½	A.C.
16		19½	Future
	EXISTING ROADWAY		
		2	A.C.
	Future	2½	A.C.

PROPOSED MATERIAL SOURCES

Location	Lab. No.	A.C.	Type of Material	Size Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Shrinkage Limit %	Sodium Sulphate Loss %	LL	PI	To be used for:

Suitable material sources to be determined by the Engineer.

Approved
as Asst's State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Chief Locating Engineer
Rural Engineer

Submitted by [signature] Asst. Construction Engineer

Recommended by [signature]

Approved by [signature] Deputy State Highway Engineer

Cascade Locks - Mitchell
Columbia River Highway
Hood River County

PAVEMENT TYPE SELECTION

Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY Present ADT 3000 1982 ADT 12,000 % Heavy Vehicles 15
   (NOTE: Increase classification one step for heavy logging use)
2. Soils Characteristics: See design chart attached
3. Weather: Frost Penetration 16"-20" Precipitation Annual Summit 36.71
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: Not appropriate due to other factors

Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C.
7. Stage Construction: No Problem
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: No Problem
10. Stimulation of Competition: Not Appropriate
11. Construction Consideration: No Problem
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not Appropriate
13. Traffic Safety: Not a Factor
14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: Not a Problem

CONCLUSION AND REMARKS:

Due to items 4 and 6, A.C. wearing surface has been selected. This is a widening to 4 lanes of an existing 2 lane facility. 2" minimum A.C. will be placed over the existing roadway.

RECEIVED
DEC 6 1962
FOR FILING

December 5, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Cascade Locks-Mitchell Point
Section
Columbia River Highway

A few days ago you called our attention to the permit from the U. S. Army Engineers covering the railroad embankments at the Lindsey Creek and Viento line changes and asked that the cross sections be revised to show the main line of the railroad on the south side of the embankment. This matter was presented to the Army Engineers and I attach hereto a copy of their letter of November 30 and the revised plans of sheets 2 and 3 which are substituted for the plans attached to the original permit. You will note that the completion date has been extended to December 31, 1965.

Will you please insert these revised sheets in the permit in place of the original prints.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.
bc Mr. Forrest Cooper
Mr. F. D. Morgan (with copy of letter and endorsed prints)

U.S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPOP-NA-1.4
NPP 285/70a(Columbia R.-Fills)-=18

30 November 1962

REFERRED TO
Cooper-Payson
BY SECRETARY

Oregon State Highway Department

Salem, Oregon

Gentlemen:

In accordance with your written request dated 29 November 1962, the attached plans are approved in addition to the plans for the works authorized by the Secretary of the Army in letter dated 20 September 1960, from the District Engineer at Portland, Oregon, to construct two fills in Columbia River, Mile 158.8 and Mile 160.8 near Lindsey and Viento, Oregon, respectively.

The conditions to which the work is made subject remain in full force and effect, with the exception that completion date is extended to 31 December 1965.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

STERLING K. EISIMINGER
Colonel, Corps of Engineers
District Engineer

RECEIVED
DEC 4 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC - 4 1962
OREGON
STATE HIGHWAY COMMISSION

IR-5-413

PROPOSED RAILROAD EMBANKMENT IN COLUMBIA RIVER
LINDSEY CREEK SECTION

T. 3 N., R. 9 E.
T. 2 N., R. 9 E.

COLUMBIA RIVER

Soundings in feet from O.S.H.D. data.

Toe of Slope

Normal Bonneville Pool Elev. 75'

Proposed Relocated U.P.R.R.

Existing Columbia River Hwy.

Existing U.P.R.R.

Lindsey Cr.

Warren Cr.

685+07.29 E.S.

SCALE IN FEET
400 200 0 400

3'- Slope Protection Rock

TYPICAL SECTION
Sta. 695+00

Ground Line

3'- Slope protection rock

2'- Slope protection rock

TYPICAL SECTION
Sta. 710+00

Ground Line

Sheet 2 of 3

IR-5-1413

COLUMBIA RIVER

Proposed Relocated U.P.R.R.

Toe of Slope

Toe of Slope

Normal Bonneville Pool
Elev. 75'

Existing U.P.R.R.

Existing Columbia River Highway

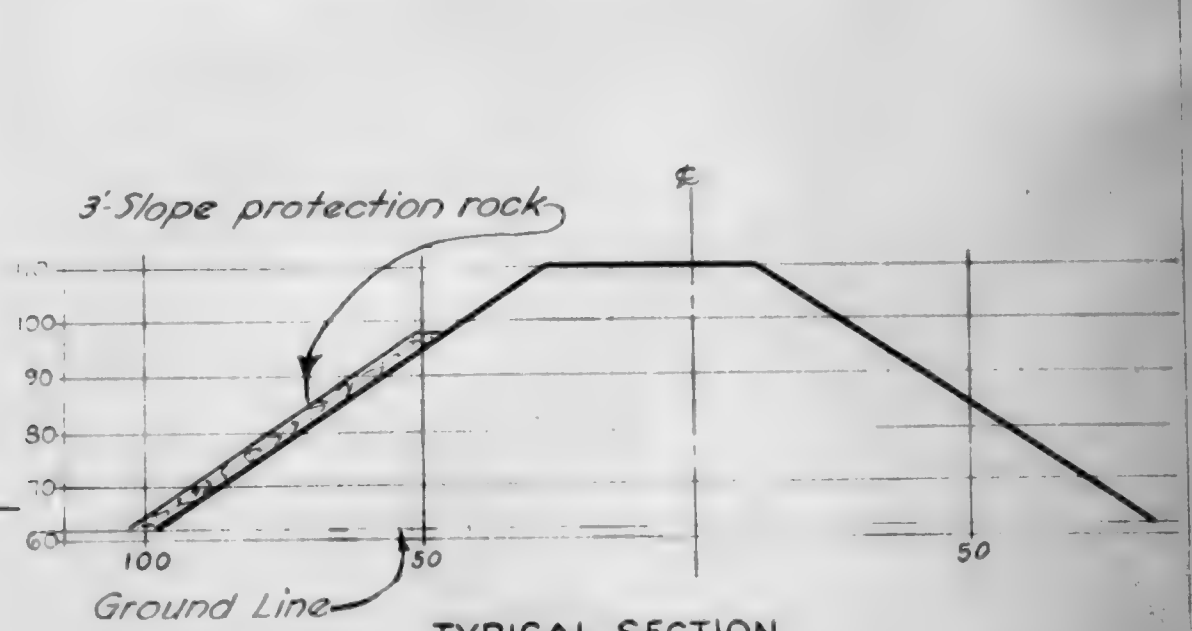
Viento Cr.

820

805

795

T. 3 N., R. 9 E. Sec. 34
T. 2 N., R. 9 E. Sec. 3



TYPICAL SECTION
Sta. 814 + 00

PROPOSED RAILROAD EMBANKMENT IN COLUMBIA RIVER
VIENTO SECTION

400 200 0 400
SCALE IN FEET

Soundings in feet from O.S.H.D. data.

Sheet 3 of 3

U.S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPOP-NA-1.4
NPP 285/70a(Columbia R.-Fills)-=18

30 November 1962

REFERRED TO
Cooper - Paxton
BY SECRETARY

Oregon State Highway Department

Salem, Oregon

Gentlemen:

In accordance with your written request dated 29 November 1962, the attached plans are approved in addition to the plans for the works authorized by the Secretary of the Army in letter dated 20 September 1960, from the District Engineer at Portland, Oregon, to construct two fills in Columbia River, Mile 158.8 and Mile 160.8 near Lindsey and Viento, Oregon, respectively.

The conditions to which the work is made subject remain in full force and effect, with the exception that completion date is extended to 31 December 1965.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

STERLING K. EISIMINGER
Colonel, Corps of Engineers
District Engineer

RECEIVED
DEC 4 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC - 4 1962
OREGON
STATE HIGHWAY COMMISSION

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKW-1.4
NPP 285/70a(Col.R.-Fills)-18.

20 September 1960

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. G. S. Paxson, Asst. State Highway Engineer

Dear Mr. Paxson:

The attached instrument authorizes the work only in accordance with the approved plans shown on the print attached to and made a part of the authorization. If it is necessary because of unforeseen or altered conditions to deviate materially from the approved plans, revised drawings showing any proposed changes must be submitted to this office in order that they may receive the approval required by law before the work is commenced.

Attention is invited to condition (i) of the instrument, which requires that this office be notified in writing concerning commencement, suspension, resumption, and completion of the work. If it does not conform substantially with the approved plan, the work will be unlawful. It is important, therefore, that the notices be received promptly in this office in order that inspections may be made at appropriate times.

Very truly yours,

T. W. RAGSDALE
Chief, Operations Division

1 Incl
Permit dtd 20 September 1960

NPP FL 84
Apr 60

RECEIVED
1960
OREGON
STATE HIGHWAY COMMISSION

NPPKW-1.4

DEPARTMENT OF THE ARMY

NPP 285/70a(Col.R.-Fills)-18.

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.) 16—13169-2

PERMIT

Portland District, Corps of Engineers.
628 Pittock Block, Portland 5, Oregon.
20 September, 1960.

Oregon State Highway Department

Salem, Oregon

Gentlemen:

Referring to written request dated 15 June 1960,

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army,

to construct two fills,
(Here describe the proposed structure or work.)

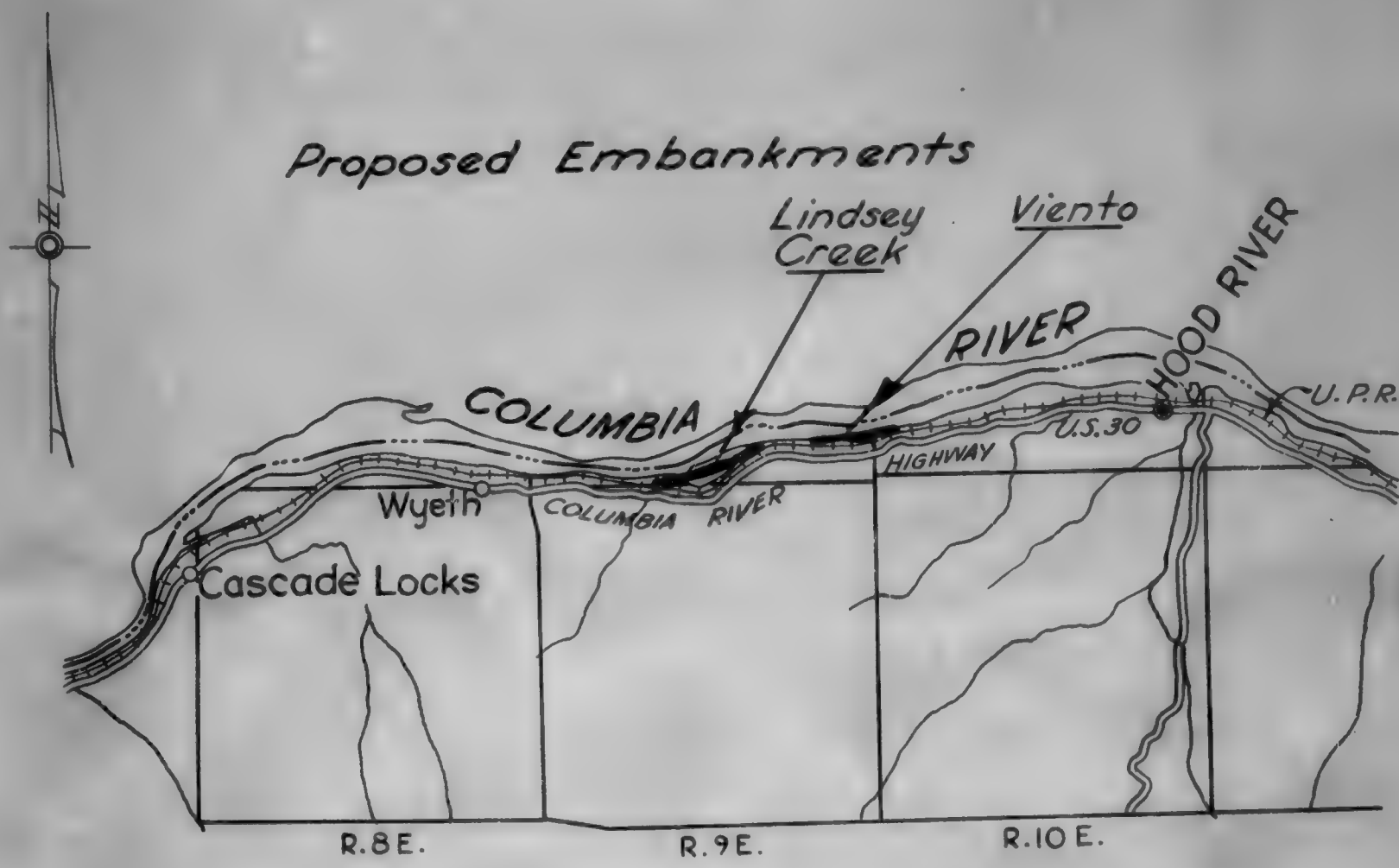
in Columbia River, Mile 158.8 and Mile 160.8,
(Here to be named the river, harbor, or waterway concerned.)

~~at~~ near Lindsey and Viento, Oregon, respectively,
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

in accordance with the plans shown on the drawing attached hereto marked:
(Or drawings; give file number or other definite identification marks.)

"NPP 285/70a(Col.R.-Fills)-18/1," "-18/2," and "-18/3,"

subject to the following conditions:



NPP 285/70a(Col.R.-Fills)-18/1

OREGON STATE HIGHWAY DEPARTMENT
LOCATED LINE

PROPOSED EMBANKMENTS IN COLUMBIA RIVER FOR U.P.R.R.Co.

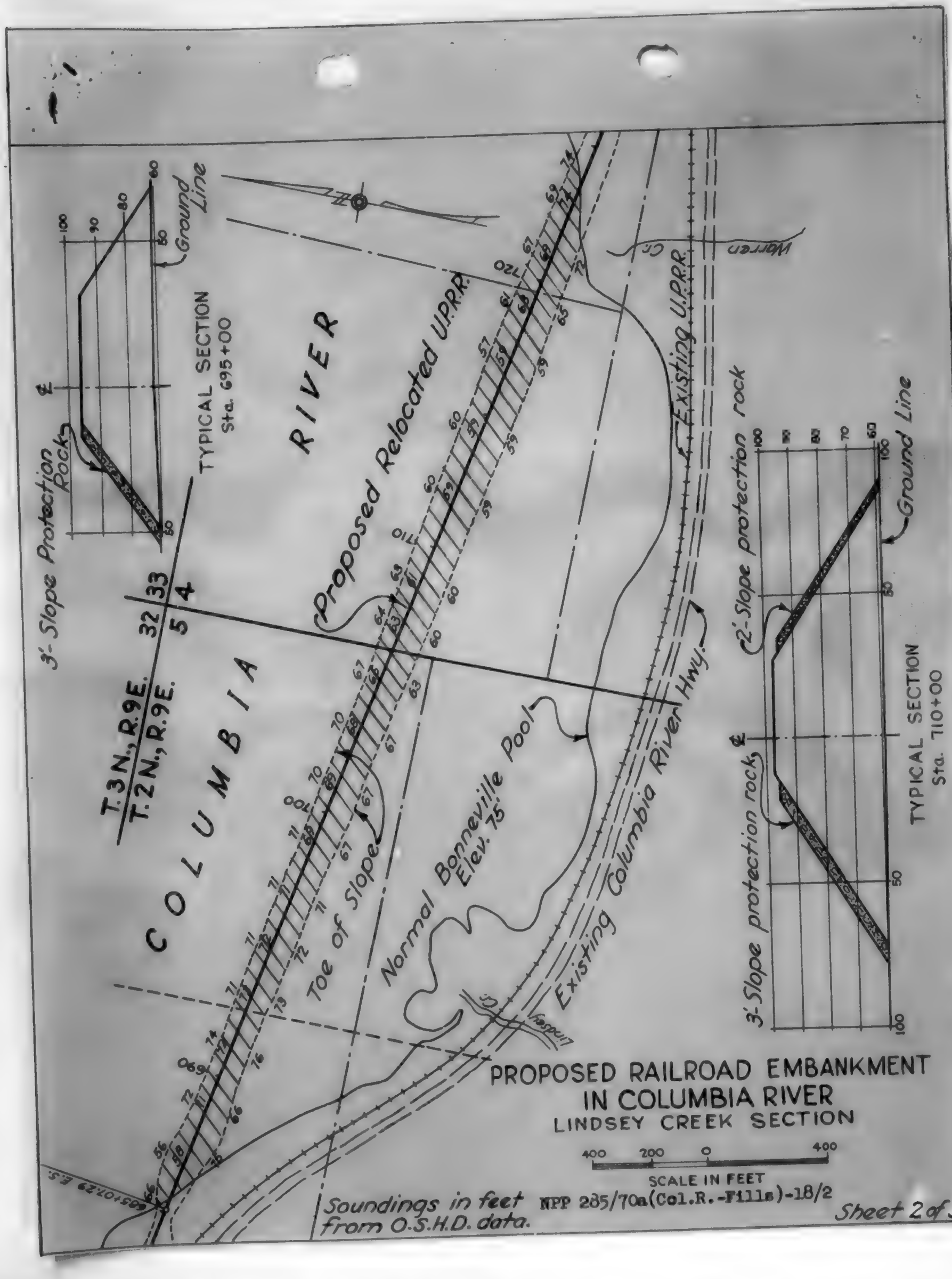
CASCADE LOCKS – HOOD RIVER SECTION

HOOD RIVER COUNTY
OREGON

JUNE 1960

Scale of Miles
1 0 1 2 3 4

Sheet 1 of 3



PROPOSED RAILROAD EMBANKMENT IN COLUMBIA RIVER
LINDSEY CREEK SECTION

400 200 0 400

SCALE IN FEET

Soundings in feet from O.S.H.D. data.

NPP 285/70a(Col.R.-Fills)-18/2

Sheet 2 of 3

COLUMBIA RIVER

Proposed Relocated U.P.R.R.

Toe of Slope

Toe of Slope

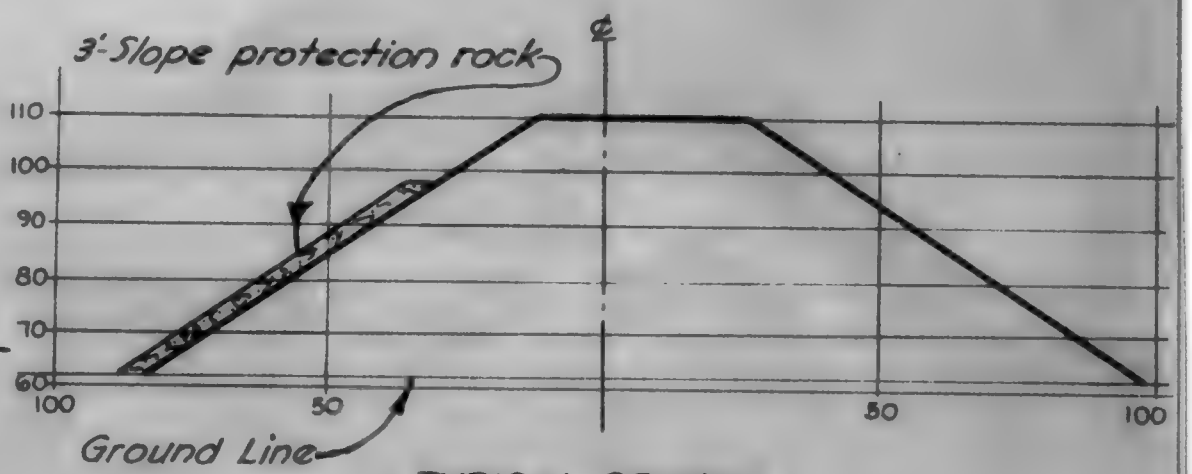
Normal Bonneville Pool
Elev. 75'

Viento Cr.

Existing U.P.R.R.

Existing Columbia River Highway

T.3N., R.9E. Sec.34
T. 2N., R.9E. Sec. 3



TYPICAL SECTION
Sta. 814+00

NPP 285/70a(Col.R.-Fills)-18/3

PROPOSED RAILROAD EMBANKMENT IN COLUMBIA RIVER
VIENTO SECTION

400 200 0 400
SCALE IN FEET

Soundings in feet from O.S.H.D. data.

(*a*) That the work shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(*b*) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, New York City.

(*c*) That there shall be no unreasonable interference with navigation by the work herein authorized.

(*d*) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(*e*) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(*f*) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(*g*) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(*h*) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(*i*) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(*j*) That if the structure or work herein authorized is not completed on or before the 31st day of December, 1963, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of the Army:

W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

By T. W. Ragsdale
T. W. RAGSDALE
Chief, Operations Division

ENG FORM 1 SEP 48 1721 (Civil) This form supersedes ED Form 90, dated 1 Apr 48, which may be used until exhausted.

EM 1145-2-308

U. S. GOVERNMENT PRINTING OFFICE 16—13168-6

RECEIVED
NOV 30 1962
FOR FILING
I-80N-2(8)-93
0541

November 29, 1962

The District Engineer
U. S. Army Engineer District, Portland
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Your File NPPEN-1.4
NPP 235/70m(Col.R.-Fills)-18.

Under date of September 20, 1960, you issued a permit covering the construction of embankments in the Bonneville Pool at Columbia River Mile 158.8 and Mile 160.8, near Lindsey and Viento, Oregon, respectively. Sheets 2 and 3 of this permit show the center line of the relocated railroad to be on the north, or river, side of the proposed embankment. The railroad company now desires to install the railroad center line on the south side of the embankment and has requested that the permit be revised accordingly.

I enclose herewith transparencies for revised sheets 2 and 3 and four prints from these transparencies. It is requested that you consider amending the existing permit by the substitution of these new drawings.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Parson
Deputy State Highway Engineer

GSPrms
enc.

cc Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
bc Mr. Forrest Cooper
Mr. F. D. Morgan
(with your file)

RECEIVED
NOV 30 1962
FOR FILING

November 29, 1962

The District Engineer
U. S. Army Engineer District, Portland
628 Pittock Block
Portland 5, Oregon

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Re: Your File NPPEN-1.4
NPP 235/70m(Col.R.-Fills)-18.

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Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Pearson
Deputy State Highway Engineer

GSP:ms
enc.

cc Mr. O. H. Baker, Superintendent
Union Pacific Railroad Company
bc Mr. Forrest Cooper
Mr. F. D. Morgan
(with your file)

IR-5-1413

PROPOSED RAILROAD EMBANKMENT IN COLUMBIA RIVER
LINDSEY CREEK SECTION

Soundings in feet From O.S.H.D. data.

SCALE IN FEET
400 200 0 400

3'- Slope Protection Rock

℄

100
90
80
70

50 50

Ground Line

TYPICAL SECTION
Sta. 695+00

T. 3 N., R. 9 E.
T. 2 N., R. 9 E.

32 33
5 4

COLUMBIA RIVER

Toe of Slope

Proposed Relocated U.P.R.R.

Normal Bonneville Pool Elev. 75'

Lindsey Cr.

Existing Columbia River Hwy.

Existing U.P.R.R.

Warren Cr.

3'- Slope protection rock

℄

2'- Slope protection rock

100
90
80
70
60

100 50 50

Ground Line

TYPICAL SECTION
Sta. 710+00

Sheet 2 of 3

IR-5-1413

COLUMBIA RIVER

Proposed Relocated U.P.R.R.

Toe of Slope

Normal Bonneville Pool
Elev. 75'

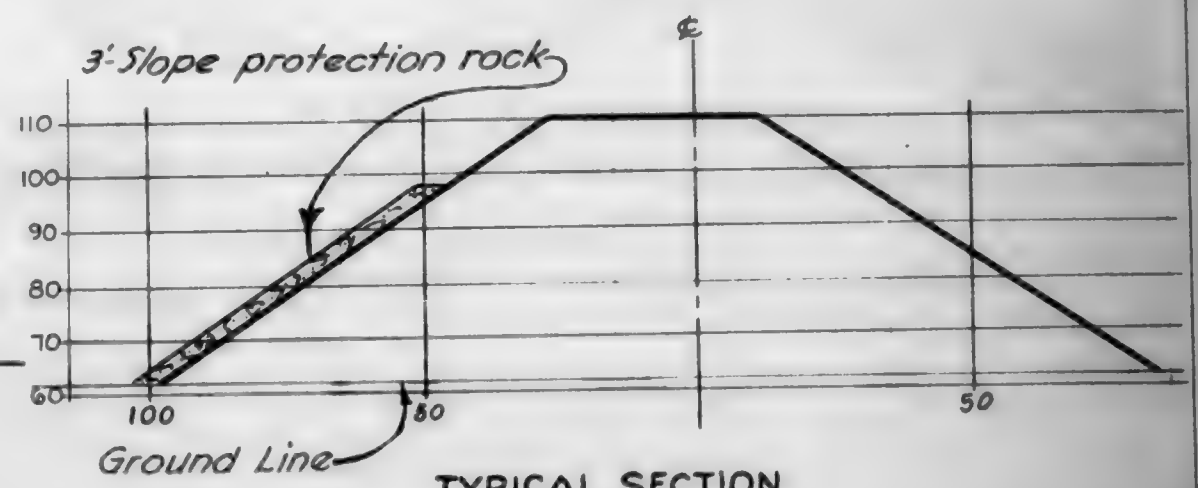
Viento Cr.

Toe of Slope

Existing U.P.R.R.

Existing Columbia River Highway

T.3N., R.9E. Sec.34
T. 2N., R.9E. Sec. 3



TYPICAL SECTION
Sta. 814+00

PROPOSED RAILROAD EMBANKMENT IN COLUMBIA RIVER
VIENTO SECTION

400 200 0 400
SCALE IN FEET

Soundings in feet from O.S.H.D. data.

RECEIVED
NOV 21 1962
FOR FILING

November 14, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Cascade Locks-Mitchell Point Section
Columbia River Highway

I enclose herewith four sets of a draft of the specifications and four sets of the plans for the grading of the above-captioned section. These include the five line changes at Ranger Station, Beacon Rock, Wyeth, Lindsey Creek, and Viento. I also enclose four copies of our revised estimate for the entire project, including the railroad work, and four copies of the estimated costs at the four upper line railroad changes which are to be made at the cost of the Railroad.

We have had some discussion about sharing the cost of the haul road overcrossing of the existing railroad tracks at the Wyeth location. You will note that under disposal of excess excavation, on page 10, we require the contractor to include in his bid the cost of hauling and permit him to use the haul road crossing for the disposal of this material, and that on page 12 under (e), we also require the contractor to bid on the haul costs. We assume that the cost of the overhead structure would be included in the prices bid for these items and that a portion of the haul road overcrossing cost would be included in the bid for disposal of excess excavation. Under these assumptions, the cost of the overhead structure would automatically be divided between the disposal of excess material, which is at the cost of the State, and the depositing of material at the Wyeth railroad line change, which is at the cost of the Railroad.

You have already received our comments on the draft of the agreement covering the project, which were transmitted to you under date of October 19. It would be appreciated if you would examine these specifications and plans at your earliest convenience so that a meeting with you in Portland can be arranged to iron out the final details. I would suggest that this meeting be held the last week in November, preferably either the 26th or the 27th.

Very truly yours,

Forrest Cooper
State Highway Engineer

By
O. S. Fasson
Deputy State Highway Engineer

bc Mr. Forrest Cooper
Mr. F. B. Klaboe
enc
CC: Mr. R. M. Brown

(11/13/62)

OREGON STATE HIGHWAY DEPARTMENT

CASCADE LOCKS-MITCHELL POINT SECTION

COLUMBIA RIVER HIGHWAY

HOOD RIVER COUNTY

Estimate of cost for relocation of Interstate Highway 80N and relocation of Union Pacific Railroad at Ranger Station, Beacon Rock, Wyeth, Lindsey Creek and Viento.

Item No.	Quantities	Item	Unit Price	Amount
		ROADWORK		
1.	All Spec.	Clearing and Grubbing, R.R. Relocations "B", "C", "D" and "E"		$ 8,000.00
2.	All Spec.	Clearing and Grubbing, All Other Areas		155,000.00
3.	8,100 cu.yds.	Drainage Excavation, Unclassified	$ 3.00	24,300.00
4.	5,600 cu.yds.	Structural Excavation for Bin-Type Walls, Unclassified	5.00	28,000.00
5.	100 cu.yds.	Embankment Foundation Excavation, Unclass.	2.50	250.00
6.	3,025,800 cu.yds.	Excavation, Unclassified	.80	2,420,640.00
7.	1,505,000 cu.yds.	Hauling and Placing Materials, Highway and R.R. Relocation "A"	.21	316,050.00
8.	1,228,000 cu.yds.	Hauling and Placing Materials, R.R. Relocations "B", "C", "D" and "E"	.36	442,080.00
9.	292,800 cu.yds.	Hauling and Disposing of Excess Materials	.18	52,704.00
10.	All Spec.	Finishing Roadbed and Slopes, R.R. Relocations "B", "C", "D" and "E"		3,500.00
11.	All Spec.	Finishing Roadbed and Slopes, All Other Areas		24,000.00
12.	30,000 lin.ft.	Rounding Cutbanks	.15	4,500.00
13.	5,000 cu.yds.	Loose Riprap	2.50	12,500.00
14.	630 lin.ft.	12-inch Concrete Pipe	2.50	1,575.00
15.	1,600 lin.ft.	18-inch Concrete Pipe	4.50	7,200.00
16.	230 lin.ft.	18-inch Extra Strength Concrete Pipe	5.00	1,150.00
17.	190 lin.ft.	24-inch Concrete Pipe	6.00	1,140.00
18.	140 lin.ft.	24-inch Extra Strength Concrete Pipe	6.75	945.00
19.	60 lin.ft.	30-inch Concrete Pipe	8.50	510.00
20.	380 lin.ft.	8-inch Corrugated Steel Pipe	2.50	950.00
21.	2,030 lin.ft.	18-inch Corrugated Steel Pipe	5.00	10,150.00
22.	1,000 lin.ft.	18-inch Corrugated Steel Pipe, 12 Gage	5.50	5,500.00
23.	450 lin.ft.	24-inch Corrugated Steel Pipe	7.50	3,375.00
24.	360 lin.ft.	24-inch Corrugated Steel Pipe, 12 Gage	8.00	2,880.00
25.	100 lin.ft.	30-inch Corrugated Steel Pipe, 10 Gage	10.00	1,000.00
26.	100 lin.ft.	36-inch Corrugated Steel Pipe	14.50	1,450.00
27.	280 lin.ft.	36-inch Corrugated Steel Pipe, 10 Gage	15.50	4,340.00
28.	80 lin.ft.	42-inch Corrugated Steel Pipe	20.00	1,600.00
29.	140 lin.ft.	54-inch Corrugated Steel Pipe	30.00	4,200.00
30.	140 lin.ft.	54-inch Corrugated Steel Pipe, 8 Gage	33.00	4,620.00
31.	280 lin.ft.	84-inch Half-Circle Corrugated Steel Pipe	32.00	8,960.00
32.	50 lin.ft.	22-inch Arch-Type Corrugated Steel Pipe	5.50	275.00
33.	250 lin.ft.	Extra for Pipe under Pavement	3.50	875.00
34.	All Spec.	Extra for Pipe under Railroad		2,000.00
35.	190 lin.ft.	108-inch Structural Plate Pipe, 10 Gage	60.00	11,400.00
36.	160 lin.ft.	132-inch Structural Plate Pipe, 10 Gage	80.00	12,800.00
37.	32 lin.ft.	Salvaging and Reinstalling Culvert Pipe	3.00	96.00

Item No.	Quantities	Item	Unit Price	Amount
38.	70 lin.ft.	66-inch Tunnel Liner Plate Pipe	$125.00	$ 8,750.00
39.	660 lin.ft.	8-inch Perforated Rigid-Type Drain Pipe	2.50	1,650.00
40.	90 lin.ft.	12-inch Perforated Rigid-Type Drain Pipe	3.75	337.50
41.	230 lin.ft.	6-inch Steel Drain Pipe, Uncoated	2.00	460.00
42.	3,300 lin.ft.	6-inch Perforated Steel Drain Pipe, Uncoated	2.00	6,600.00
43.	400 lin.ft.	12-inch Perforated Steel Drain Pipe, Unctd.	3.75	1,500.00
44.	1,600 cu.yds.	Special Backfill in Drains	6.00	9,600.00
45.	140 lin.ft.	8-inch Sewer Pipe	2.00	280.00
46.	3,770 lin.ft.	12-inch Sewer Pipe	2.50	9,425.00
47.	850 lin.ft.	18-inch Sewer Pipe	3.75	3,187.50
48.	1 only	18-inch Culvert End Sections	45.00	45.00
49.	36 only	Concrete Inlets, Type C	125.00	4,500.00
50.	6 only	Concrete Inlets, Type D	150.00	900.00
51.	10 only	Concrete Manholes	450.00	4,500.00
52.	760 cu.yds.	Class "A" Concrete in Box Culverts and Flumes	55.00	41,800.00
53.	150,000 lbs.	Metal Reinforcement in Box Culverts and Flumes	.14	21,000.00
54.	25 cu.yds.	Concrete Curbs	50.00	1,250.00
55.	All Spec.	Bin-Type Retaining Wall, Sta. 554+90 to Sta. 568+50		105,400.00
56.	All Spec.	Bin-Type Retaining Wall, Sta. 570+50 to Sta. 576+10		76,150.00
57.	All Spec.	Bin-Type Retaining Wall, Sta. 578+00 to Sta. 582+40		44,200.00
58.	All Spec.	Bin-Type Retaining Wall, Sta. 727+40 to Sta. 731+30		50,800.00
59.	1,450 lin.ft.	Metal Guard Rail	3.00	4,350.00
60.	2,000 lin.ft.	Type 2 Barricade	4.50	9,000.00
61.	22 only	Rail End Pieces	4.00	88.00
62.	220 lin.ft.	Salvage and Reinstall Guard Rail	1.50	330.00
63.	22 rods	Type 1 Fence	7.50	165.00
64.	2,100 rods	Type 2 Fence	6.50	13,650.00
65.	110 rods	Type 3 Fence	16.00	1,760.00
66.	4 only	20' x 48" Metal Gates	90.00	360.00
67.	520 lin.ft.	1-inch Plastic Water Pipe	1.00	520.00
68.	230 lin.ft.	1-1/2 inch Plastic Water Pipe	1.50	345.00
69.	1,270 lin.ft.	2-inch Plastic Water Pipe	2.00	2,540.00
70.	3 only	1-inch Gate Valves	15.00	45.00
71.	1 only	1-1/2 inch Gate Valves	25.00	25.00
72.	1 only	2-inch Gate Valves	40.00	40.00
73.	All Spec.	Rock Drinking Fountain		750.00
74.	29,900 tons	Coarse Crushed Material in Base	1.30	38,870.00
75.	6,000 tons	3/4" - 0 Material in Base	1.40	8,400.00
76.	3,700 M-gals.	Sprinkling	2.50	9,250.00
77.	All Spec.	Preparation of Base		6,000.00
78.	260 cu.yds.	3/4" - 0 Material in Binder Course	5.00	1,300.00
79.	260 cu.yds.	Furnishing and Placing Aggregates	5.00	1,300.00
80.	40 tons	MC-250 Asphalt	55.00	2,200.00
81.	16 tons	120-150 Asphalt	53.00	848.00
82.	10 tons	RS-1 Asphalt	55.00	550.00
83.	4,500 tons	Class "B" Asphaltic Concrete	11.00	49,500.00

Item No.	Quantities	Item	Unit Price	Amount
		BRIDGE NO. 7403A HERMAN CR. BR. WIDENING		
84.	All Req.	Remodel Herman Creek Bridge		$ 2,000.00
85.	All Req.	Shoring, Cribbing, etc.		3,000.00
86.	270 cu.yds.	Structural Excavation	$ 6.00	1,620.00
87.	40 cu.yds.	Structural Excavation Below Elevations Shown	10.00	400.00
88.	400 lin.ft.	Furnish 10 BP 42 Steel Piling	5.00	2,000.00
89.	10 only	Drive Steel Piles	80.00	800.00
90.	2 only	Splice Steel Piles	40.00	80.00
91.	All Req.	Class "A" Concrete		27,075.00
92.	All Req.	Metal Reinforcement		13,482.00
93.	All Req.	Metal Handrail		1,200.00
94.	70 lin.ft.	8-inch Metal Drain Pipe	4.00	280.00
		BRIDGE NO. 7403B HERMAN CR. BR. ON OXBOW RD.		
95.	All Req.	Shoring, Cribbing, etc.		3,000.00
96.	120 cu.yds.	Structural Excavation	8.00	960.00
97.	20 cu.yds.	Structural Excavation Below Elevations Shown	10.00	200.00
98.	220 lin.ft.	Furnish 10 BP 42 Steel Piling	5.00	1,100.00
99.	8 only	Drive Steel Piles	85.00	680.00
100.	2 only	Splice Steel Piles	40.00	80.00
101.	All Req.	Class "A" Concrete		13,050.00
102.	All Req.	Metal Reinforcement		6,804.00
103.	55 lin.ft.	8-inch Metal Drain Pipe	4.00	220.00
		BRIDGE NO. 8634 SAWMILL RD. U'XING		
104.	All Req.	Shoring, Cribbing, etc.		4,000.00
105.	300 cu.yds.	Structural Excavation	5.00	1,500.00
106.	40 cu.yds.	Structural Excavation Below Elevations Shown	10.00	400.00
107.	400 lin.ft.	Furnish 10 BP 42 Steel Piling	5.00	2,000.00
108.	10 only	Drive Steel Piles	80.00	800.00
109.	2 only	Splice Steel Piles	40.00	80.00
110.	All Req.	Class "A" Concrete		29,625.00
111.	15 only	55' to 60' Type III Prestressed Beams	1050.00	15,750.00
112.	5 only	60' to 65' Type III Prestressed Beams	1100.00	5,500.00
113.	All Req.	Metal Reinforcement		11,382.00
114.	380 sq.yds.	Preparation of Slopes	2.00	760.00
115.	380 sq.yds.	Concrete Slab Riprap	8.00	3,040.00
116.	260 lin.ft.	8-inch Metal Drain Pipe	4.00	1,040.00
		BRIDGE NO. 8623 HERMAN CR. RD. O'XING		
117.	All Req.	Shoring, Cribbing, etc.		3,000.00
118.	250 cu.yds.	Structural Excavation	6.00	1,500.00
119.	40 cu.yds.	Structural Excavation Below Elevations Shown	10.00	400.00
120.	2,140 lin.ft.	Furnish 10 BP 42 Steel Piling	5.00	10,700.00
121.	52 only	Drive Steel Piles	70.00	3,640.00
122.	10 only	Splice Steel Piles	40.00	400.00
123.	All Req.	Class "A" Concrete		38,550.00
124.	All Req.	Metal Reinforcement		22,344.00
125.	60 lin.ft.	8-inch Metal Drain Pipe	4.00	240.00

Item No.	Quantities	Item	Unit Price	Amount
		BRIDGE NO. 8604 WYETH O'XING		
126.	All Req.	Shoring, Cribbing, etc.		$ 2,500.00
127.	680 cu.yds.	Structural Excavation	$ 6.00	4,080.00
128.	100 cu.yds.	Structural Excavation Below Elevations Shown	10.00	1,000.00
129.	All Req.	Class "A" Concrete		44,940.00
130.	All Req.	Metal Reinforcement		21,210.00
131.	140 lin.ft.	8-inch Metal Drain Pipe	4.00	560.00
		BRIDGE NO. 8534 VIENTO O'XING		
132.	All Req.	Shoring, Cribbing, etc.		3,000.00
133.	750 cu.yds.	Structural Excavation	5.00	3,750.00
134.	100 cu.yds.	Structural Excavation Below Elevations Shown	10.00	1,000.00
135.	All Req.	Class "A" Concrete		50,190.00
136.	All Req.	Metal Reinforcement		22,302.00
137.	680 sq.yds.	Preparation of Slopes	2.00	1,360.00
138.	680 sq.yds.	Concrete Slab Riprap	8.00	5,440.00
139.	90 lin.ft.	8-inch Metal Drain Pipe	4.00	360.00
		CONCRETE RETAINING WALLS		
140.	1,900 cu.yds.	Structural Excavation	3.00	5,700.00
141.	200 cu.yds.	Structural Excavation Below Elevations Shown	5.00	1,000.00
142.	All Req.	Class "A" Concrete		43,920.00
143.	All Req.	Metal Reinforcement		9,632.00
		PILE DOLPHINS		
144.	3,420 lin.ft.	Furnish Timber Piling	.90	3,078.00
145.	57 only	Drive Timber Piles	45.00	2,565.00
			Estimated Contract Amount	$4,587,305.00

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount	$4,587,305.00
Anticipated Additional Items:	
Flagging	40,000.00
Signing (Temporary)	3,500.00
Anticipated Slide Removal	250,000.00
Seeding and Mulching	6,000.00
Clear and Grade Utility Access Roads	4,000.00
Pacific Power & Light	3,000.00
Cascade Locks City Lights	15,000.00
Pacific Northwest Bell Telephone	13,000.00
Union Pacific Co. Comm. Lines	25,000.00
Relocate Pump House & Adj. Private Water Lines	5,000.00
	$4,951,805.00
Engr. & Cont. (12½%)	618,975.63
Estimated Net Authorization, Constr.	$5,570,780.63

(11/13/62)

OREGON STATE HIGHWAY DEPARTMENT

ESTIMATE OF COST FOR RELOCATION OF UNION PACIFIC RAILROAD

AT BEACON ROCK, WYETH, LINDSEY CREEK and VIENTO

NOTE: Ranger Station Relocation "A" is to be paid for by the State of Oregon.

BEACON ROCK RELOCATION "B"	Unit	Net	Allow.	Total	Unit Price	Amount
Clearing and Grubbing	All	All		All		$ 800.00
Drainage Excavation, Unclassified	Cu.Yd.	34	6	40	$ 3.00	120.00
Excavation, Unclassified	Cu.Yd.	1,213	87	1,300	.80	1,040.00
Hauling and Placing Materials	Cu.Yd.	133,805	13,395	147,200	.36	52,992.00
Finishing Roadbed and Slopes	All	All		All		350.00
24-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	120	10	130	8.00	1,040.00
						$ 56,342.00
WYETH RELOCATION "C"						
Clearing and Grubbing	All	All		All		$ 2,200.00
Drainage Excavation, Unclassified	Cu.Yd.	40	5	45	$ 3.00	135.00
Excavation, Unclassified	Cu.Yd.	6,444	656	7,100	.80	5,680.00
Hauling and Placing Materials	Cu.Yd.	309,709	30,891	340,600	.36	122,616.00
Finishing Roadbed and Slopes	All	All		All		950.00
18-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	82	8	90	5.50	495.00
Extra for Pipe under Railroad	All	All		All		1,200.00
54-inch Corrugated Metal Pipe, 8 Gage	Lin.Ft.	128	12	140	33.00	4,620.00
Class "A" Concrete in Box Culvert	Cu.Yd.	75	5	80	55.00	4,400.00
Metal Reinforcement in Box Culvert	Lb.	10,100	900	11,000	.14	1,540.00
Concrete Manhole	One	1		1	450.00	450.00
66-inch Tunnel Liner Plate Pipe	Lin.Ft.	62	8	70	125.00	8,750.00
						$153,036.00
LINDSEY CREEK RELOCATION "D"						
Clearing and Grubbing	All	All		All		$ 2,200.00
Drainage Excavation, Unclassified	Cu.Yd.	39	6	45	$ 3.00	135.00
Excavation, Unclassified	Cu.Yd.	14,173	1,427	15,600	.80	12,480.00
Hauling and Placing Materials	Cu.Yd.	468,895	46,405	515,300	.36	185,508.00
Finishing Roadbed and Slopes	All	All		All		950.00
18-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	48	2	50	5.50	275.00
Extra for Pipe under Railroad	All	All		All		800.00
132-inch Structural Plate Pipe, 10 Gage	Lin.Ft.	142	18	160	80.00	12,800.00
						$215,148.00
VIENTO RELOCATION "E"						
Clearing and Grubbing	All	All		All		$ 2,800.00
Drainage Excavation, Unclassified	Cu.Yd.	156	14	170	$ 3.00	510.00
Excavation, Unclassified	Cu.Yd.	100,497	10,203	110,700	.80	88,560.00
Hauling and Placing Materials	Cu.Yd.	204,554	20,346	224,900	.36	80,964.00
Finishing Roadbed and Slopes	All	All		All		1,250.00
18-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	358	32	390	5.50	2,145.00
24-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	108	12	120	8.00	960.00
30-inch Corrugated Metal Pipe, 10 Gage	Lin.Ft.	96	4	100	10.00	1,000.00
108-inch Structural Plate Pipe, 10 Gage	Lin.Ft.	172	18	190	60.00	11,400.00
						$189,589.00
Net Contract Amount for Railroad Relocations "B", "C", "D" and "E"						$614,115.00
Engineering and Contingencies (12½%)						76,764.38
Estimated Total Cost to Railroad Co.						$690,879.38

RECEIVED
OCT 25 1962
FOR FILING
General
Rail
Columbia River Highway

October 24, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Interstate Avenue
Portland 17, Oregon

Dear Sir:

Re: Cascade Locks-Mitchell Point Section
Columbia River Highway

Reference is made to the temporary haul road overcrossing of your present track near your Station 508 to allow hauling of material to the Wyeth line change. Our field forces report that the first suitable grade crossing site easterly is near your Station 525. We have made estimates of the costs to the railroad using the overcrossing and using the grade crossing. These estimates are as follows:

Using Overcrossing

Structure		$16,000
Short Overhaul	1,505,454 at 0.01	15,055
Long Overhaul	42,428 at 0.35	14,850
Long Overhaul, riprap	622 at 0.35	219
		$46,124
Engineering and Contingencies - 12½%		5,766
		$51,890

Using Grade Crossing

Short Overhaul	1,615,700 at 0.01	$16,157
Long Overhaul	91,996 at 0.35	32,199
Long Overhaul, riprap	4,167 at 0.35	1,458
		$49,814
Engineering and Contingencies - 12½%		6,102
		$55,916

6,227
56,141

Neither alternate includes approach roadways. In the case of the overcrossing, most of the fill at the east end of the

structure will be in the new railroad embankment. At the grade crossing, a haul road approximately 600 feet long would be required. Another disadvantage of the grade crossing is the haul over the existing highway from Stations 434 to 465 which will be carrying highway traffic. This will increase the haul cost.

Your early decision on this matter would be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Pearson
Deputy State Highway Engineer

GSP:ms
bc Mr. Forrest Cooper
Mr. D. J. Barbee
Mr. F. B. Kinbee

With Structure

S.O.H. 225,125
1,220,023
1,505,148

L.O.H. 8,410
14,018
22,428

Est Cost of S.C.
Structure @ 20,000

10 x 4

1.125
17750
16/1750

Elev Cent

4167
6²²
3545

Without Structure

S.O.H. 587,200
1,028,448
1,615,698

L.O.H. 38,080
53,916
91,996

91,996
42,629
49,568
Rebrab 3,545
53,113 C. Yd. Sta.
+10% allow. 5311
58,424
.35
@ 20,448.00

L.O.H. on Rock Sl. Prot. (Est.)
1,382
1,853
952
4,167
622
5545 +12½% Engr & Cont. 2,556

@ 23,004

Total

Piles

RECEIVED
NOV 13 1962
FOR FILING

I 4-11-2(7)43
6541

November 9, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Cascade Locks-Viento Section
Columbia River Highway
Your File D 315-8-8

In answer to your letter of November 8, I am enclosing a Xerox print of the permit from the U. S. Army Engineers for the railroad embankments in the pool at Lindsey Creek and at Viento.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
enc.

bc Mr. Forrest Cooper
Mr. F. B. Klaboe

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE
PORTLAND 17, OREGON

NOVEMBER 8, 1962

File Ref. D 315 - 2 - 8

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Atten: Mr. G. S. Paxson,
Deputy State Highway Engineer.

Dear Sir:

Kindly refer to your letter of July 26, 1962 concerning permits issued by the U. S. Army Engineers to construct railroad and highway embankments in backwater pool of Bonneville Dam in the Columbia River between Cascade Locks and Viento.

By your letter you advised that embankments for Lindsey Creek and Viento sections were covered by a permit dated September 20, 1960 which will expire December 31, 1963. We are unable to locate copies of this permit in our files or any record where same has been furnished to the Railroads. Will you please supply us copies of the permit for our records?

Yours very truly,

G. H. Baker

RECEIVED
NOV 9 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV - 9 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 8 1962
FOR FILING

I-SON-2(9)43
1-54

Salem, Oregon
November 7, 1962

Cascade Locks-Mitchell Point Section
Columbia River Highway

Mr. L. H. Young
Office Engineer
BUILDING

Attention Art Brummitt

The Union Pacific Railroad Company advises that it has not received definite word from its management as to the haul road crossings at the five line changes on the Cascade Locks-Mitchell Point Section. The following have been recommended by the Railroad:

Ranger Station Site: Stations 313+00 and 349+00. The Railroad advises that there is an existing grade crossing of its track a few feet away from Station 349+00 which should be used.

Deacon Rock Site: One crossing only, at Station 431+25.

Wyeth Site: Station 508+00. This is the temporary haul road overcrossing which the Railroad has recommended to its management. Also, Station 539+00.

Lindsey Creek Site: Stations 679+50 and 741+50.

Viento Site: The agreement only calls for two crossings, but the Railroad thinks four should be provided. These are at Stations 801+50, 834+20, 840+40, and 864+35.

All stations referred to are on the existing railroad line.

G. S. Paxson
Deputy State Highway Engineer

GSPjms

RECEIVED
OCT 26 1962
FOR FILING

October 25, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Mr. Baker:

Re: Cascade Locks-Mitchell Point
Section
Columbia River Highway

Following our telephone conference this morning, I checked with our Legal Department personnel and they informed me that they are getting copies of the flowage easements which pertain to property that the State is to transfer to the Railroad on the above-cited section.

The information will be furnished to you as soon as it is obtained.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. O. W. Ryan

bc Mr. Forrest Cooper
Mr. L. I. Lindas
Mr. F. B. Klaboe

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 19, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Cascade Locks-Viento Section
Columbia River Highway

Reference is made to your Draft of Agreement (incomplete) which your office submitted to us some time ago covering the cooperative project between Cascade Locks and Viento. This draft has been carefully reviewed by our Department and we find a number of items which should be clarified. I am enclosing two copies of a memorandum dated October 18 setting forth these matters.

We are now preparing specifications for the project and hope to have them in draft form within a reasonably short time; we should then get together and go over the entire matter again in detail in the hope that a final agreement can be reached. The State has the funds available to proceed with this project as soon as an agreement can be completed.

I am sending this memorandum to you with the hope that you may have time to give it study prior to our meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

Copies of memo to Baker / Brown, Ryan - O.P

K. L. Potter
L. I. Lindas
L. H. Young
J. B. Filaroe
W. T. Wright

GSP:ms
cc Mr. R. M. Brown
Mr. O. W. Ryan

FORM E-30 50M 11-61 40230

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 18, 1962

To: MEMORANDUM

SUBJECT: Questions or Exceptions to Provisions of the Draft of Agreement Covering the Cascade Locks to Viento Section

After study of the proposed draft of the agreement covering the above section as submitted by the Union Pacific Railroad Company both by the State's Legal Department and its Construction Division, the following questions and comments have arisen.

Section 2 (c) (page 4). This provides for the transfer of deeds after the completion of the railroad relocation and acceptance by the Railroad. Under the agreement both the State and the Railroad companies are bound to make these transfers and there seems to be no reason why deeds should not be mutually exchanged immediately after the execution of the agreement.

Section 2 (d) (page 4). Under this section the State is required to extinguish certain interests in the real property which is to be conveyed to the Railroad. Before formally agreeing to this, the State should have a detailed list of the interests which are to be extinguished. The State should not be put in the position of agreeing to do things which cannot be done. It would also appear that this should work both ways in that Railroad interests in Railroad property which is to be transferred to the State should also be extinguished.

Section 2 (e) (page 4). The State is exempt from the requirements of documentary stamps on deeds which it issues. The last sentence of this section should be eliminated and if the Railroad is required to use documentary stamps, it should do so on deeds which it issues.

Section 3 (e) (page 6). This provides for the State to assume and pay taxes other than those levied upon the Railroad's operating property as a part of its whole operation. We are not sure as to the status of some of the properties to be conveyed, which may or may not be operating property. In any event, if the exchange of deeds is made immediately, title would pass to the State and there would be no taxes.

Section 4 (a) Third (page 8). State will provide access road and locked gate up to the State's right-of-way line. Beyond this point, any access road work should be the responsibility of the Railroad.

Section 4 (e) (page 8). The location of the temporary grade crossings are shown on the construction plans which are to be approved by the Railroad. Our plans and specifications will tell our contractor where he is to cross the tracks. The State should be in agreement with the Railroad that the points shown on the plans are acceptable prior to advertising the project.

Section 4 (l) (page 11). It is doubtful that the State should accept the obligation provided in this section, which would require it to guarantee the future action by the United States Government not to require removal of the facility to be constructed. The present alignment of the Union Pacific Railroad is in places on Government property and Railroad is accepting no greater hazard in this location than now exists in many other portions of its line. While it is scarcely conceivable that the United States Government would require removal or relocation, in principle the State should not be asked to guarantee it.

Section 5 (b) Third (page 12). The State would construct the access road to the right-of-way line and install a locked gate at any service entrance.

Section 5 (c) (1) (pages 12 and 13). This provides that excavated material to be used in railroad embankments is to be from areas agreed upon by the State Highway Engineer and the Chief Engineer of the Railroad. The construction plans will show the areas in which excavation is to be made and hauled to railroad embankment. The approval of the plans should definitely establish the points from which material is to be obtained.

Section 5 (c) (2) (page 13). There is a culvert to be built at the Wyeth site over a flume. There has been some indication that the Railroad would build this with its own forces. It is recommended that it be included in the general contract so that there will be no interference between the construction of the culvert and the hauling of material by the contractor.

Section 5 (c) (3) (page 13). This paragraph covers grading in sections which involve excavation. There is some confusion as to the meaning of excavation and the paragraph should make it plain that clearing and grubbing, rounding of cut banks, compaction of material, and other items that are associated with grading work are covered.

MEMORANDUM - 3 October 18, 1962

Section 5 (f) (page 14). This covers flagging at haul road crossings of the railroad in the four easterly line revisions, and states that the Railroad at its election may furnish flagmen at the crossings. Everyone is agreed that flagmen will be required and the Section should so state. Our specifications should assure the contractor that these flagmen will be provided and that their cost will not be charged against the contractor.

Section 6 (b) (page 16). This has to do with drainage facilities underneath the highway, which in all cases is above the railroad, and any trouble with these drainage structures would be highway trouble and would not affect the railroad. The State certainly will build adequate structures. There seems to be no reason behind the requirement that the Railroad should approve the plans and have the option of ordering the State to do work under Railroad's direction.

Section 7 (d) (page 18). Section 7 is a general section and would be interpreted to apply on the whole project. The State should certainly be responsible for its highway work and, within reason, for the work on the railroad relocation at the Ranger Slide. The Section as written, however, would also apply to railroad embankments at the four line changes which are being constructed for the benefit of the Railroad. It should be clarified to exclude these sections.

Section 8 (page 19). This Section is also a general provision and should be clarified so that it does not apply to the four easterly railroad line changes. This could be done by using the same wording as occurs in Section 9 (n) on page 23.

EXHIBIT C (page 1). Under the form of quitclaim deed, the Railroad reserves all water rights together with a right of way for the conveyance of said water upon, along, or across the property which Railroad is transferring to the State and, in addition, right of way for the conveyance of drainage water upon, along, or across the property. This is an Interstate freeway and State cannot give right of way across it. We do not understand what the reservations of water rights consist of and certainly no water developed upon the highway right of way could be used. This matter would need clarification.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms

change environment Tenth to Kingdom
entire world in seven ~~days~~

(11/13/62)

OREGON STATE HIGHWAY DEPARTMENT

ESTIMATE OF COST FOR RELOCATION OF UNION PACIFIC RAILROAD

AT BEACON ROCK, WYETH, LINDSEY CREEK and VIENTO

NOTE: Ranger Station Relocation "A" is to be paid for by the State of Oregon.

BEACON ROCK RELOCATION "B"	Unit	Net	Allow.	Total	Unit Price	Amount
Clearing and Grubbing	All	All		All		$ 800.00
Drainage Excavation, Unclassified	Cu.Yd.	34	6	40	$ 3.00	120.00
Excavation, Unclassified	Cu.Yd.	1,213	87	1,300	.80	1,040.00
Hauling and Placing Materials	Cu.Yd.	133,805	13,395	147,200	.36	52,992.00
Finishing Roadbed and Slopes	All	All		All		350.00
24-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	120	10	130	8.00	1,040.00
						$ 56,342.00
WYETH RELOCATION "C"						
Clearing and Grubbing	All	All		All		$ 2,200.00
Drainage Excavation, Unclassified	Cu.Yd.	40	5	45	$ 3.00	135.00
Excavation, Unclassified	Cu.Yd.	6,444	656	7,100	.80	5,680.00
Hauling and Placing Materials	Cu.Yd.	309,709	30,891	340,600	.36	122,616.00
Finishing Roadbed and Slopes	All	All		All		950.00
18-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	82	8	90	5.50	495.00
Extra for Pipe under Railroad	All	All		All		1,200.00
54-inch Corrugated Metal Pipe, 8 Gage	Lin.Ft.	128	12	140	33.00	4,620.00
Class "A" Concrete in Box Culvert	Cu.Yd.	75	5	80	55.00	4,400.00
Metal Reinforcement in Box Culvert	Lb.	10,100	900	11,000	.14	1,540.00
Concrete Manhole	One	1		1	450.00	450.00
66-inch Tunnel Liner Plate Pipe	Lin.Ft.	62	8	70	125.00	8,750.00
						$153,036.00
LINDSEY CREEK RELOCATION "D"						
Clearing and Grubbing	All	All		All		$ 2,200.00
Drainage Excavation, Unclassified	Cu.Yd.	39	6	45	$ 3.00	135.00
Excavation, Unclassified	Cu.Yd.	14,173	1,427	15,600	.80	12,480.00
Hauling and Placing Materials	Cu.Yd.	468,895	46,405	515,300	.36	185,508.00
Finishing Roadbed and Slopes	All	All		All		950.00
18-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	48	2	50	5.50	275.00
Extra for Pipe under Railroad	All	All		All		800.00
132-inch Structural Plate Pipe, 10 Gage	Lin.Ft.	142	18	160	80.00	12,800.00
						$215,148.00
VIENTO RELOCATION "E"						
Clearing and Grubbing	All	All		All		$ 2,800.00
Drainage Excavation, Unclassified	Cu.Yd.	156	14	170	$ 3.00	510.00
Excavation, Unclassified	Cu.Yd.	100,497	10,203	110,700	.80	88,560.00
Hauling and Placing Materials	Cu.Yd.	204,554	20,346	224,900	.36	80,964.00
Finishing Roadbed and Slopes	All	All		All		1,250.00
18-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	358	32	390	5.50	2,145.00
24-inch Corrugated Metal Pipe, 12 Gage	Lin.Ft.	108	12	120	8.00	960.00
30-inch Corrugated Metal Pipe, 10 Gage	Lin.Ft.	96	4	100	10.00	1,000.00
108-inch Structural Plate Pipe, 10 Gage	Lin.Ft.	172	18	190	60.00	11,400.00
						$189,589.00

Net Contract Amount for Railroad Relocations "B", "C", "D" and "E"	$614,115.00
Engineering and Contingencies (12½%)	76,764.38
Estimated Total Cost to Railroad Co.	$690,879.38

(11/13/62)

OREGON STATE HIGHWAY DEPARTMENT

CASCADE LOCKS-MITCHELL POINT SECTION

COLUMBIA RIVER HIGHWAY

HOOD RIVER COUNTY

Estimate of cost for relocation of Interstate Highway 80N and relocation of Union Pacific Railroad at Ranger Station, Beacon Rock, Wyeth, Lindsey Creek and Viento.

Item No.	Quantities	Item	Unit Price	Amount
		ROADWORK		
1.	All Spec.	Clearing and Grubbing, R.R. Relocations "B", "C", "D" and "E"		$ 8,000.00
2.	All Spec.	Clearing and Grubbing, All Other Areas		155,000.00
3.	8,100 cu.yds.	Drainage Excavation, Unclassified	$ 3.00	24,300.00
4.	5,600 cu.yds.	Structural Excavation for Bin-Type Walls, Unclassified	5.00	28,000.00
5.	100 cu.yds.	Embankment Foundation Excavation, Unclass.	2.50	250.00
6.	3,025,800 cu.yds.	Excavation, Unclassified	.80	2,420,640.00
7.	1,505,000 cu.yds.	Hauling and Placing Materials, Highway and R.R. Relocation "A"	.21	316,050.00
8.	1,228,000 cu.yds.	Hauling and Placing Materials, R.R. Relocations "B", "C", "D" and "E"	.36	442,080.00
9.	292,800 cu.yds.	Hauling and Disposing of Excess Materials	.18	52,704.00
10.	All Spec.	Finishing Roadbed and Slopes, R.R. Relocations "B", "C", "D" and "E"		3,500.00
11.	All Spec.	Finishing Roadbed and Slopes, All Other Areas		24,000.00
12.	30,000 lin.ft.	Rounding Cutbanks	.15	4,500.00
13.	5,000 cu.yds.	Loose Riprap	2.50	12,500.00
14.	630 lin.ft.	12-inch Concrete Pipe	2.50	1,575.00
15.	1,600 lin.ft.	18-inch Concrete Pipe	4.50	7,200.00
16.	230 lin.ft.	18-inch Extra Strength Concrete Pipe	5.00	1,150.00
17.	190 lin.ft.	24-inch Concrete Pipe	6.00	1,140.00
18.	140 lin.ft.	24-inch Extra Strength Concrete Pipe	6.75	945.00
19.	60 lin.ft.	30-inch Concrete Pipe	8.50	510.00
20.	380 lin.ft.	8-inch Corrugated Steel Pipe	2.50	950.00
21.	2,030 lin.ft.	18-inch Corrugated Steel Pipe	5.00	10,150.00
22.	1,000 lin.ft.	18-inch Corrugated Steel Pipe, 12 Gage	5.50	5,500.00
23.	450 lin.ft.	24-inch Corrugated Steel Pipe	7.50	3,375.00
24.	360 lin.ft.	24-inch Corrugated Steel Pipe, 12 Gage	8.00	2,880.00
25.	100 lin.ft.	30-inch Corrugated Steel Pipe, 10 Gage	10.00	1,000.00
26.	100 lin.ft.	36-inch Corrugated Steel Pipe	14.50	1,450.00
27.	280 lin.ft.	36-inch Corrugated Steel Pipe, 10 Gage	15.50	4,340.00
28.	80 lin.ft.	42-inch Corrugated Steel Pipe	20.00	1,600.00
29.	140 lin.ft.	54-inch Corrugated Steel Pipe	30.00	4,200.00
30.	140 lin.ft.	54-inch Corrugated Steel Pipe, 8 Gage	33.00	4,620.00
31.	280 lin.ft.	84-inch Half-Circle Corrugated Steel Pipe	32.00	8,960.00
32.	50 lin.ft.	22-inch Arch-Type Corrugated Steel Pipe	5.50	275.00
33.	250 lin.ft.	Extra for Pipe under Pavement	3.50	875.00
34.	All Spec.	Extra for Pipe under Railroad		2,000.00
35.	190 lin.ft.	108-inch Structural Plate Pipe, 10 Gage	60.00	11,400.00
36.	160 lin.ft.	132-inch Structural Plate Pipe, 10 Gage	80.00	12,800.00
37.	32 lin.ft.	Salvaging and Reinstalling Culvert Pipe	3.00	96.00

Item No.	Quantities	Item	Unit Price	Amount
38.	70 lin.ft.	66-inch Tunnel Liner Plate Pipe	$125.00	$ 8,750.00
39.	660 lin.ft.	8-inch Perforated Rigid-Type Drain Pipe	2.50	1,650.00
40.	90 lin.ft.	12-inch Perforated Rigid-Type Drain Pipe	3.75	337.50
41.	230 lin.ft.	6-inch Steel Drain Pipe, Uncoated	2.00	460.00
42.	3,300 lin.ft.	6-inch Perforated Steel Drain Pipe, Uncoated	2.00	6,600.00
43.	400 lin.ft.	12-inch Perforated Steel Drain Pipe, Unctd.	3.75	1,500.00
44.	1,600 cu.yds.	Special Backfill in Drains	6.00	9,600.00
45.	140 lin.ft.	8-inch Sewer Pipe	2.00	280.00
46.	3,770 lin.ft.	12-inch Sewer Pipe	2.50	9,425.00
47.	850 lin.ft.	18-inch Sewer Pipe	3.75	3,187.50
48.	1 only	18-inch Culvert End Sections	45.00	45.00
49.	36 only	Concrete Inlets, Type G	125.00	4,500.00
50.	6 only	Concrete Inlets, Type D	150.00	900.00
51.	10 only	Concrete Manholes	450.00	4,500.00
52.	760 cu.yds.	Class "A" Concrete in Box Culverts and Flumes	55.00	41,800.00
53.	150,000 lbs.	Metal Reinforcement in Box Culverts and Flumes	.14	21,000.00
54.	25 cu.yds.	Concrete Curbs	50.00	1,250.00
55.	All Spec.	Bin-Type Retaining Wall, Sta. 554+90 to Sta. 568+50		105,400.00
56.	All Spec.	Bin-Type Retaining Wall, Sta. 570+50 to Sta. 576+10		76,150.00
57.	All Spec.	Bin-Type Retaining Wall, Sta. 578+00 to Sta. 582+40		44,200.00
58.	All Spec.	Bin-Type Retaining Wall, Sta. 727+40 to Sta. 731+30		50,800.00
59.	1,450 lin.ft.	Metal Guard Rail	3.00	4,350.00
60.	2,000 lin.ft.	Type 2 Barricade	4.50	9,000.00
61.	22 only	Rail End Pieces	4.00	88.00
62.	220 lin.ft.	Salvage and Reinstall Guard Rail	1.50	330.00
63.	22 rods	Type 1 Fence	7.50	165.00
64.	2,100 rods	Type 2 Fence	6.50	13,650.00
65.	110 rods	Type 3 Fence	16.00	1,760.00
66.	4 only	20' x 48" Metal Gates	90.00	360.00
67.	520 lin.ft.	1-inch Plastic Water Pipe	1.00	520.00
68.	230 lin.ft.	1-1/2 inch Plastic Water Pipe	1.50	345.00
69.	1,270 lin.ft.	2-inch Plastic Water Pipe	2.00	2,540.00
70.	3 only	1-inch Gate Valves	15.00	45.00
71.	1 only	1-1/2 inch Gate Valves	25.00	25.00
72.	1 only	2-inch Gate Valves	40.00	40.00
73.	All Spec.	Rock Drinking Fountain		750.00
74.	29,900 tons	Coarse Crushed Material in Base	1.30	38,870.00
75.	6,000 tons	3/4" - 0 Material in Base	1.40	8,400.00
76.	3,700 M-gals.	Sprinkling	2.50	9,250.00
77.	All Spec.	Preparation of Base		6,000.00
78.	260 cu.yds.	3/4" - 0 Material in Binder Course	5.00	1,300.00
79.	260 cu.yds.	Furnishing and Placing Aggregates	5.00	1,300.00
80.	40 tons	RC-250 Asphalt	55.00	2,200.00
81.	16 tons	120-150 Asphalt	53.00	848.00
82.	10 tons	RS-1 Asphalt	55.00	550.00
83.	4,500 tons	Class "B" Asphaltic Concrete	11.00	49,500.00

Item No.	Quantities	Item	Unit Price	Amount
		BRIDGE NO. 7403A HERMAN CR. BR. WIDENING		
84.	All Req.	Remodel Herman Creek Bridge		$ 2,000.00
85.	All Req.	Shoring, Cribbing, etc.		3,000.00
86.	270 cu.yds.	Structural Excavation	$ 6.00	1,620.00
87.	40 cu.yds.	Structural Excavation Below Elevations Shown	10.00	400.00
88.	400 lin.ft.	Furnish 10 BP 42 Steel Piling	5.00	2,000.00
89.	10 only	Drive Steel Piles	80.00	800.00
90.	2 only	Splice Steel Piles	40.00	80.00
91.	All Req.	Class "A" Concrete		27,075.00
92.	All Req.	Metal Reinforcement		13,482.00
93.	All Req.	Metal Handrail		1,200.00
94.	70 lin.ft.	8-inch Metal Drain Pipe	4.00	280.00
		BRIDGE NO. 7403B HERMAN CR. BR. ON OXBOW RD.		
95.	All Req.	Shoring, Cribbing, etc.		3,000.00
96.	120 cu.yds.	Structural Excavation	8.00	960.00
97.	20 cu.yds.	Structural Excavation Below Elevations Shown	10.00	200.00
98.	220 lin.ft.	Furnish 10 BP 42 Steel Piling	5.00	1,100.00
99.	8 only	Drive Steel Piles	85.00	680.00
100.	2 only	Splice Steel Piles	40.00	80.00
101.	All Req.	Class "A" Concrete		13,050.00
102.	All Req.	Metal Reinforcement		6,804.00
103.	55 lin.ft.	8-inch Metal Drain Pipe	4.00	220.00
		BRIDGE NO. 8634 SAWMILL RD. U'XING		
104.	All Req.	Shoring, Cribbing, etc.		4,000.00
105.	300 cu.yds.	Structural Excavation	5.00	1,500.00
106.	40 cu.yds.	Structural Excavation Below Elevations Shown	10.00	400.00
107.	400 lin.ft.	Furnish 10 BP 42 Steel Piling	5.00	2,000.00
108.	10 only	Drive Steel Piles	80.00	800.00
109.	2 only	Splice Steel Piles	40.00	80.00
110.	All Req.	Class "A" Concrete		29,625.00
111.	15 only	55' to 60' Type III Prestressed Beams	1050.00	15,750.00
112.	5 only	60' to 65' Type III Prestressed Beams	1100.00	5,500.00
113.	All Req.	Metal Reinforcement		11,382.00
114.	380 sq.yds.	Preparation of Slopes	2.00	760.00
115.	380 sq.yds.	Concrete Slab Riprap	8.00	3,040.00
116.	260 lin.ft.	8-inch Metal Drain Pipe	4.00	1,040.00
		BRIDGE NO. 8623 HERMAN CR. RD. O'XING		
117.	All Req.	Shoring, Cribbing, etc.		3,000.00
118.	250 cu.yds.	Structural Excavation	6.00	1,500.00
119.	40 cu.yds.	Structural Excavation Below Elevations Shown	10.00	400.00
120.	2,140 lin.ft.	Furnish 10 BP 42 Steel Piling	5.00	10,700.00
121.	52 only	Drive Steel Piles	70.00	3,640.00
122.	10 only	Splice Steel Piles	40.00	400.00
123.	All Req.	Class "A" Concrete		38,550.00
124.	All Req.	Metal Reinforcement		22,344.00
125.	60 lin.ft.	8-inch Metal Drain Pipe	4.00	240.00

Item No.	Quantities	Item	Unit Price	Amount
		BRIDGE NO. 8604 WYETH O'XING		
126.	All Req.	Shoring, Cribbing, etc.		$ 2,500.00
127.	680 cu.yds.	Structural Excavation	$ 6.00	4,080.00
128.	100 cu.yds.	Structural Excavation Below Elevations Shown	10.00	1,000.00
129.	All Req.	Class "A" Concrete		44,940.00
130.	All Req.	Metal Reinforcement		21,210.00
131.	140 lin.ft.	8-inch Metal Drain Pipe	4.00	560.00
		BRIDGE NO. 8534 VIENTO O'XING		
132.	All Req.	Shoring, Cribbing, etc.		3,000.00
133.	750 cu.yds.	Structural Excavation	5.00	3,750.00
134.	100 cu.yds.	Structural Excavation Below Elevations Shown	10.00	1,000.00
135.	All Req.	Class "A" Concrete		50,190.00
136.	All Req.	Metal Reinforcement		22,302.00
137.	680 sq.yds.	Preparation of Slopes	2.00	1,360.00
138.	680 sq.yds.	Concrete Slab Riprap	8.00	5,440.00
139.	90 lin.ft.	8-inch Metal Drain Pipe	4.00	360.00
		CONCRETE RETAINING WALLS		
140.	1,900 cu.yds.	Structural Excavation	3.00	5,700.00
141.	200 cu.yds.	Structural Excavation Below Elevations Shown	5.00	1,000.00
142.	All Req.	Class "A" Concrete		43,920.00
143.	All Req.	Metal Reinforcement		9,632.00
		PILE DOLPHINS		
144.	3,420 lin.ft.	Furnish Timber Piling	.90	3,078.00
145.	57 only	Drive Timber Piles	45.00	2,565.00
			Estimated Contract Amount	$4,587,305.00

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount	$4,587,305.00
Anticipated Additional Items:	
Flagging	40,000.00
Signing (Temporary)	3,500.00
Anticipated Slide Removal	250,000.00
Seeding and Mulching	6,000.00
Clear and Grade Utility Access Roads	4,000.00
Pacific Power & Light	3,000.00
Cascade Locks City Lights	15,000.00
Pacific Northwest Bell Telephone	13,000.00
Union Pacific Co. Comm. Lines	25,000.00
Relocate Pump House & Adj. Private Water Lines	5,000.00
	$4,951,805.00
Engr. & Cont. (12½%)	618,975.63
Estimated Net Authorization, Constr.	$5,570,780.63

RECEIVED
OCT 10 1962
FOR FILING

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
LAW DEPARTMENT

RANDALL B. KESTER
GENERAL SOLICITOR

SAMUEL B. STEWART
ROBERT B. BATCHELDER
JAMES C. INGWERSEN
GENERAL ATTORNEYS

JOHN A. REULING, JR.
ASSISTANT GENERAL ATTORNEY

227 PITTOCK BLOCK
PORTLAND 5, OREGON

CAPITAL 7-7771

September 14, 1962

315-1-38

Mr. Leonard I. Lindas
Chief Counsel
State Highway Commission
Salem, Oregon

Dear Leonard:

In order that you may know of our thinking concerning contract for five line changes - Cascade Locks to Viento - I furnish you herewith two incomplete copies of draft which I have prepared in accordance with George Rohde's request. This is based on your draft tendered June 22, 1961, modified as subsequently agreed upon. I think you will find it in order.

This draft is incomplete in that Exhibits D, G, H and I are not attached; in that descriptions are not attached to Exhibits B and C; and in that the form of Exhibit E is still to be determined. I understand our Properties Department is currently working on the last item.

I believe you have previously been furnished a copy of map Exhibit A.

Sincerely,

Randall B. Kester

By _____

JCI:irb

enc.

RECEIVED
AUG 1 1962
FOR FILING

August 1, 1962

Mr. G. E. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Cascade Locks-Viento Section
Columbia River Highway

Under date of July 24, you called our attention to the expiration of our permit from the U. S. Engineers for the construction of railroad embankments in the backwater pool of the Bonneville Dam between Cascade Locks and Viento. On July 26, I advised that only three of these locations were in question--at Ranger Station, Beacon Rock, and Wyeth.

Attached are four prints of a letter from the U. S. Engineers, Portland District, extending the permit to December 31, 1965.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.
bc Mr. Forrest Cooper
Mr.F. D. Morgan (with copy of letter)

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4
NPP 800.6(Col. R.-Fills)-12

27 July 1962

REFERRED TO
Forrest Cooper
BY SECRETARY

Oregon State Highway Department

Salem, Oregon

Gentlemen:

In accordance with your written request dated 26 July 1962, the authorization granted by the Secretary of the Army in letter dated 14 October 1958, from the District Engineer at Portland, Oregon, to construct railroad and highway fills above the normal pool elevation in Columbia River, Bonneville pool at three locations from Cascade Locks to Wyeth, Oregon, is hereby specifically extended to 31 December 1965.

The conditions to which the authorization is made subject, excepting the time limit for completion, remain in full force and effect.

If the structure or work authorized is not completed on or before the date herein specified, the authorization, if not previously revoked or specifically further extended, will cease and become null and void.

By authority of the Secretary of the Army:

STERLING K. EISIMINGER
Colonel, Corps of Engineers
District Engineer

By: T. W. Ragsdale
T. W. RAGSDALE
Chief, Operations Division

RECEIVED
JUL 31 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 27 1962
FOR FILING
Const
R/W
Col. R. Hwy (upper)
Cascade Locks - Viento

July 26, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Columbia River Embankments
Cascade Locks-Viento Section

I have your letter of July 24 and you will note from the attached copy of a letter to the District Engineer, U. S. Army Engineer District, that we have made application for an extension of the permit covering the three locations at Ranger Station, Beacon Rock, and Wyeth. The permits for Lindsey Creek and Viento are covered by a separate permit dated September 20, 1960, and do not expire until December 31, 1963.

This second permit authorized to construct two fills without specifying what they are, but since the maps which accompany the permit specifically show them to be for a proposed relocation of the U.P.R.R., there can be no question as to their meaning.

You will note that I have asked the District Engineer to change the wording of the permit for the three original sites to show both railroad and highway embankments rather than road embankments. Again, I think this is entirely immaterial, as the maps which accompany this permit specifically show it to be a proposed relocation of the U.P.R.R. However, in deference to your request, we are asking for the change in the wording.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
bc Mr. Forrest Cooper
Mr. F. D. Morgan (with your file)

July 26, 1962

The District Engineer
U. S. Army Engineer District, Portland
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Your File NPP 800.6(Col. Riv.-Fills)-12

Under date of October 14, 1958, your office issued a permit for the construction of embankments for a relocation of the Union Pacific Railroad and the Columbia River Highway at three locations between Cascade Locks and Viento. This permit expired on December 31, 1961. Because of prolonged negotiations between the State and the Union Pacific Railroad Company, work has not been started on this project. It is, however, still the intention of the parties that the project be built. It would be greatly appreciated if an extension of the permit to and including December 31, 1965, could be granted.

In connection with the original permit of October 14, 1958, I call your attention to the wording on the first sheet of the permit which says that we are authorized by the Secretary of the Army to construct road fills above the normal pool elevation. Since the permit includes fills for both the railroad and the highway, we would suggest that if practicable the permit be written "to construct railroad and highway fills". Your consideration of this request will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
bc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. L. H. Young
Mr. F. D. Morgan-Attention Mr. F. B. Klaboe

Copy to [illegible]

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE
PORTLAND 17, OREGON

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

JULY 24, 1962

File Ref. D 315 - 2 - 8

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

Attention: Mr. G. S. Paxson,
Deputy State Highway Engineer

Dear Sir:

We wish to bring to your attention that permits obtained by the State of Oregon from the U. S. Corps of Engineers for construction of railroad embankments in the backwater pool of Bonneville Dam between Cascade Locks and Viento, expired December 31, 1961.

In line with proposed agreement between the State and our Companies, covering railroad and highway work contemplated in this area, will you please obtain new permits for the proposed five railroad line changes. These permits should specify that the construction thereby authorized is of "railroad embankments" rather than "road fills".

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

NOTED
G. S. PAXSON

RECEIVED
JUL 25 1962
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

Salem, Oregon
July 31, 1962

Cascade Locks-Mitchell Point Section
Columbia River Highway

Mr. L. I. Lingas
Chief Counsel
BUILDING

At a meeting with Mr. Glansman of the Land Department of the Union Pacific Railroad Company, the question was raised as to the existence of any utilities upon land which we propose to transfer to the railroad company for its new right of way on the five line changes between Cascade Locks and Viento. We have investigated this in the field and find that on the four easterly line changes where the relocation of the railroad is to be at the expense of the railroad company there are no facilities on the property which we propose to transfer to the company.

At the Ranger Station line change, between Railroad Stations 307 and 353, the power line of the City of Cascade Locks is now approximately on the center line of the new railroad relocation. This power line will be moved to a position along the existing Columbia River Highway which will become a service road upon completion of the new Interstate Highway and the railroad relocation will be cleared of this facility.

At the easterly end of the railroad relocation are buildings and facilities serving the log boom in the Columbia River, lying northeasterly of the railroad's new right of way, and it will be necessary that electrical service be provided to this installation. This will be done by a feeder line passing over the new Interstate Highway and the railroad, and will be constructed in accordance with recognized standards as to type of construction and clearances. So far as we are able to ascertain, this will be the only facility upon the railroad's new right of way.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms

cc Mr. F. B. Klaboe

FORM E-30 50M 6-61 36681

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 27, 1962

SUBJECT: Cascade Locks-Mitchell Pt. Sec.
Columbia River Highway
ZHood River County

To: Mr. G. S. Paxson
Deputy Highway Engineer
Salem, Oregon

At your request, we have investigated the parcels of property on the subject project which are to be purchased for railroad R/W and subsequently deeded to the Union Pacific Railroad Co. as regards the encumbrances of these parcels by utility installations.

M. M. Stump, Resident Engineer, and Jack Cartwright, Field Utilities Liaison Engineer, have collaborated on this investigation, and I enclose for your information a copy of Mr. Cartwright's report. You will note that only railroad relocation "A" is encumbered by any utility installations. Specific information regarding this installation is related in Mr. Cartwright's report.

If any further information is desired, please advise.

E. S. Hunter
Assistant Division Engineer

ESH:fb
Encl.
cc F. D. Morgan
M. M. Stump
J. M. Cartwright

RECEIVED
JUL 30 1962
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
July 26, 1962

SUBJECT: Utilities on Railroad Relocation
Right of Way
Cascade Locks-Mitchell Point Sec.
Columbia River Highway
Hood River County

To: Mr. A. E. Johnson
Division Engineer
9200 S. E. McLoughlin Blvd.
Portland 2, Oregon

Attention: Mr. R. S. Hunter

On Thursday, July 26, 1962, M. M. Stump, Resident Engineer, and I made a field check on the above-named project to determine what, if any, utilities are presently located on the proposed right of way for railroad relocations.

It was found that Cascade Locks "City Lights" resides on the proposed right of way for Railroad Relocation "A". There are 14 poles along the outside of the existing north railroad right of way line between Sta. R.R. Rev. 307+00 and R. R. Rev. 353+00. Mr. Bonta, Cascade Locks "City Lights" was contacted and he stated that it was planned to relocate this power line along the north side of the existing Columbia River Highway which becomes a service road upon the completion of the above-named project.

There were no utilities on the proposed right of way for Railroad Relocations "B", "C", "D" and "E".

Jack M. Cartwright
Field Utilities Liaison Engineer

JMC/bb
cc: R. W. Litchfield
M. M. Stump

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4
NPP 800.6(Col. R.-Fills)-12

27 July 1962

REFERRED TO
Forrest Cooper
BY SECRETARY

Oregon State Highway Department

Salem, Oregon

Gentlemen:

In accordance with your written request dated 26 July 1962, the authorization granted by the Secretary of the Army in letter dated 14 October 1958, from the District Engineer at Portland, Oregon, to construct railroad and highway fills above the normal pool elevation in Columbia River, Bonneville pool at three locations from Cascade Locks to Wyeth, Oregon, is hereby specifically extended to 31 December 1965.

The conditions to which the authorization is made subject, excepting the time limit for completion, remain in full force and effect.

If the structure or work authorized is not completed on or before the date herein specified, the authorization, if not previously revoked or specifically further extended, will cease and become null and void.

By authority of the Secretary of the Army:

STERLING K. EISIMINGER
Colonel, Corps of Engineers
District Engineer

By: T. W. Ragsdale
T. W. RAGSDALE
Chief, Operations Division

RECEIVED
JUL 31 1962
OREGON
STATE HIGHWAY COMMISSION

U.S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

October 14, 1958

NPP 800.6(Col. Riv.-Fills)-12.

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. G. S. Paxson, Ass't. State Highway Engineer

Gentlemen:

In response to your application dated October 13, 1958, there is inclosed a permit authorizing three fills in the Bonneville pool from Cascade Locks to Wyeth, Oregon.

The instrument authorizes the work only in accordance with the approved plans shown on the prints which are attached to and made a part of the authorization. If it is necessary because of unforeseen or altered conditions to deviate materially from the approved plans, revised drawings showing any proposed changes must be submitted to this office in order that they may receive the approval required by law before the work is commenced.

Attention is invited to condition (i) of the instrument, which requires that this office be notified in writing concerning commencement, suspension, resumption, and completion of the work. If it does not conform substantially with the approved plan, the work will be unlawful. It is important, therefore, that the notices be received promptly in this office in order that inspections may be made at appropriate times.

Very truly yours,

T. W. RAGSDALE
Chief, Operations Division

1 Incl.
Permit dtd
October 14, 1958

NPPKS-4

NPP 800.6(Col. Riv.-Fills)-12.

DEPARTMENT OF THE ARMY

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.) 16—13100-8

PERMIT

Portland District, Corps of Engineers.
628 Pittock Block, Portland 5, Oregon
October 14, , 19 58.

Oregon State Highway Department

Salem, Oregon

Gentlemen:

Referring to written request dated October 13, 1958,

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army:

to construct road fills above the normal pool elevation
(Here describe the proposed structure or work.)

in Columbia River, Bonneville pool
(Here to be named the river, harbor, or waterway concerned.)

at three locations from Cascade Locks to Wyeth, Oregon
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

in accordance with the plans shown on the drawing attached hereto marked:
(Or drawings; give file number or other definite identification marks.)

"NPP 800.6(Col. Riv.-Fills)-12/1", ")12/2" and ")-12/3"

subject to the following conditions:

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 6519 Ends with: Contract# 6541

FLASH CARDS: Begins every Contract

Remarks: #6519 continues from reel 120
#6541 continues on reel 122

Reel No. 121 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 28th day of April, 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm